NUMBER 62662 RECORDED OCT 22ND, 1935. LUCILLE M. MCHENRY ET VIR, TO EDWARD BOLEYJACK ET UX

INSTALLMENT DEED

For and in Consideration of the sum of TWO HUNDRED AND FIFTY ($250.00) .....DOLLARS DOLLARS
of which FIFTY ($50.00) DOLLARS has been paid in cash by
EDWARD BLOEYJACK AND WIFE ROSELLA BLOEYJACK , receipt of which is hereby acknowledged, and for the remainder
TWO HUNDRED ($200.00) DOLLARS
the said EDWARD BOLEYJACK AND WIFE ROSELLA BOLEYJACK HAVE THIS DAY EXECUTED TO LUCILLE M. MCHENRY THEIR TWENTY (20) NOTES, OF TEN($10.00) DOLLARS EACH ON THE PRINCIPAL PLUS THE INTEREST FOR ONE MONTH ON THE UNPAID PRINCIPAL MAKING THE FIRST NOTE IN THE SUM OF ELEVEN ($11.00) DOLLARS DUE APRIL 20, 1934, AND ONE NOTE DUE ON THE TWENTIETH DAY OF EACH MONTH THEREAFTER EACH SUCCEEDING NOTE BEING IN A SUM OF FIVE CENTS LESS THAN THE PRECEEDING AND

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 26th day of June, 1936.
Attest: W. F. Hardison DEPUTY REGISTER

all of said notes, bearing six per cent. interest from date, DUE and providing for payments of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed WE, LUCILLE M. MCHENRY AND HUSBAND W. E. MCHENRY

have this day bargained and sold, and do hereby transfer and convey, unto the said EDWARD BOLEYJACK, AND WIFE ROSELLA BOLEYJACK, THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 3 AND THE NORTHERLY 21 FEET OF LOT NO. 2 ON THE MAP OF W. F. MOORE'S SUBDIVISION OF LOTS 11 AND 14, IN THE BROWNSVILLE, PLAN AS OF RECORD IN BOOK 161, PAGE 128, REGISTER'S OFFICE FOR SAID COUNTY.
SAID LOT NO.3 AND THE NORTHERLY PART OF LOTNO. 2 FRONT TOGETHER 71 FEET ONTHE WESTERLY SIDE OF MCKINNEY STREET, AND RUN BACK BETWEEN PARALLEL LINES 158 FEET TO AN ALLEY.
BEING PART OF THE PROPERTY DECREED TO LUCILLE MARCH MCHENRY IN THE CAUSE OF W. M. WINTERS ET AL VS. NEAL WINTERS ET AL MINUTE BOOK 22, PAGE 104, CHANCERY COURT FOR SAID COUNTY
THE PURCHASER WILL ASSUME THE PAYMENT OF THE 1934 TAXES.

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said EDWARD BOLEYJACK AND WIFE ROSELLA BOLEYJACK, THEIR , heirs and assigns, forever, WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said EDWARD BOLEYJACK AND WIFE ROSELLA BOLEYJACK heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE , the said EDWARD BOLEYJACK AND WIFE ROSELLA BOLEYJACK do hereby transfer and convey unto S.GILBERT MARSHALL, , Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE , the said EDWARD BOLEYJACK AND WIFE ROSELLA BOLEYJACK, , do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $------ until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of notes, as his interest may appear.

WE further agrees to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case WE fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured herein, the same to bear interest from the date of such payment.

Now, if WE , the said EDWARD BOLEYJACK AND WIFE ROSELLA BOLEYJACK, , shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if WE fail to pay any one of said notes or part thereof promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, WE fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes, then past due and unpaid, all remaining unpaid notes shall become due and payable at once without notice, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the south door of the Courthouse in said County to the highest bidder, for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance.

WE agree that the Trustee may, at any time after default in payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. WE further agree that in the event the Trustee fails, before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien, as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to EDWARD BOLEYJACK AND WIFE ROSELLA BOLLEYJACK THEIR representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or if more than one, then the first-matured unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to S. GILBERT MARSHALL, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account of settlement in relation to his trusteeship.

In Witness Whereof, We, the said LUCILLE M. MCHENRY AND HUSBAND W. E. MCHENRY and EDWARD BOLEYJACK AND WIFE ROSELLA BOLEYJACK, NASHVILLE, , Tennessee, this the 20 day of MARCH , hereunto set our hands at , 19 34

LUCILLE M. MCHENRY
W.E.MCHENRY
EDWARD BOLEYJACK
ROSELLA BOLEYJACK,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. F. HARDISON , a Notary Public in and for said County and State, the within-named EDWARD BOLEYJACK AND WIFE ROSELLA BOLEYJACK, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ROSELLA BOLEYJACK, WIFE EDWARD BOLEYJACK, , XX of the said having appeared before me privately and apart from HER husband , the said ROSELLA BOLEYJACK , acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband , and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, , Tennessee, this 30 day of JUNE , 19 34
My commission expires on the 7TH day of APRIL , 19 37 (Seal) W. F. HARDISON
Notary Public.

STATE OF ~~TENNESSEE, DAVIDSON~~ CALIFORNIA LOS ANGELES COUNTY.

Personally appeared before me, JESSIE M. WILLIAMS , a Notary Public in and for said County and State, the within-named W.E.MCHENRY AND WIFE LUCILLE M MCHENRY the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LUCILLE M. MCHENRY WIFE W.E. MCHENRY , wXX of the said having appeared before me privately and apart from HER husband , the said LUCILLE M. MCHENRY , acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband , and for the purposes therein expressed.

Witness my hand and official seal at SAN MARINO CALIFORNIA, ~~Tennessee~~, this 6TH day of MAY , 19 34
My commission expires on the 18 day of OCT. , 19 34 (Seal) JESSIE M. WILLIAMS
Notary Public.

U.S.R.S. $.50¢
RECD OCT. 21ST, 1935 AT 3; 50 P.M.