NUMBER 71454 RECORDED MAY 21, 1936. HERBERT N. JORDAN, ET UX TO WILLIAM W. COCK, ET UX.

INSTALLMENT DEED

For and in Consideration of the sum of $4,500.00 / FOUR THOUSAND SIX HUNDRED AND NO/100 DOLLARS of which FIVE HUNDRED AND NO/100 ($500.00) DOLLARS has been paid in cash by WILLIAM W. COCK AND WIFE, MARGARET OVERTON COCK receipt of which is hereby acknowledged, and for the remainder $4,100.00 FOUR THOUSAND ONE HUNDRED AND NO/100 DOLLARS the said WILLIAM W. COCK AND WIFE,MARGARET OVERTON COCK

HAVE ASSUMED AND AGREED TO PAY A NOTE IN THE SUM OF THREE THOUSAND AND NO/100 DOLLARS, ($3,000.00), PAYABLE TO EUGENE PHILLIPS, TRUSTEE, DATED MAY 19, 1936 AND DUE MAY 19, 1939, SECURED BY DEED OF TRUST FROM HERBERT N. JORDAN AND WIFE, EVELYN WARD JORDAN, TO EUGENE PHILLIPS, TRUSTEE, AND RECORDED IN BOOK 991, PAGE 147, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, SAID NOTE TO BEAR INTEREST AT 5%, PAYABLE SEMI-ANNUALLY.

AND FOR THE BALANCE OF ELEVEN HUNDRED AND NO/100 DOLLARS, ($1100.00) THE SAID WILLIAM W. COCK AND WIFE, MARGARET OVERTON COCK HAVE THIS DAY EXECUTED THEIR THIRTY-SEVEN (37) JOINT, PROMISSORY NOTES, BEARING EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF HERBERT N. JORDAN. THE FIRST THIRTY-SIX OF SAID NOTES ARE EACH FOR THE PRINCIPAL SUM OF TWENTY-FIVE AND NO/100 DOLLARS, ($25.00), WITH INTEREST ON THE ENTIRE AMOUNT OF NINE HUNDRED DOLLARS, ($900.00), AT 5%, ADDED INTO THE FACE OF EACH NOTE AND PAYABLE THEREWITH. THE FIRST OF SAID NOTES IS DUE ON JULY 1, 1936, AND ONE ON THE FIRST OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID. THE LAST OR 37TH NOTE IS FOR $200.00, DUE 48 MONTHS AFTER DATE, WITH INTEREST AT 6%.

all of said notes, bearing six per cent. interest from date, 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, HERBERT N. JORDAN AND WIFE, EVELYN WARD JORDAN have this day bargained and sold, and do hereby transfer and convey, unto the said WILLIAM W. COCK AND WIFE, MARGARET OVERTON COCK,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY 50 FEET OF THE WESTERLY HALF OF THE SOUTHERLY HALF OF LOT #20 ON THE PLAN OF BELAIR, AS OF RECORD IN BOOK 332, PAGE 6, REGISTER'S OFFICE FOR SAID COUNTY. SAID PART OF LOT #20 FRONTS 50 FEET ON THE NORTHERLY SIDE OF BELAIR AVENUE AND RUNS BACK, BETWEEN PARALLEL LINES, 192 FEET TO A DEAD LINE. BEING PART OF THE PROPERTY CONVEYED TO HERBERT N. JORDAN AND WIFE, EVELYN WARD JORDAN, BY DEED FROM BEATRICE LOCKHART AND HUSBAND, DATED JANUARY 20, 1936, AND RECORDED IN BOOK 982, PAGE 553, SAID REGISTER'S OFFICE.

I, [illegible], do hereby certify that I am the true and lawful holder of the debts secured by the foregoing deed of trust and discharge of the lien to secure the same in full. This ..... day of 1939

I, [illegible], do hereby certify that I am the true and lawful holder of the debts secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 23rd day of May 1939

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WILLIAM W. COCK AND WIFE, MARGARET OVERTON COCK, 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., EXCEPT AS ABOVE SET OUT.

WE further covenant and bind CURSELVES, CUR heirs and representatives, to warrant and forever defend the title to said real estate to said 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 WILLIAM W. COCK AND WIFE, MARGARET OVERTON COCK, do hereby transfer and convey unto M. E. KNIGHT, , 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 WILLIAM W. COCK AND WIFE, MARGARET OVERTON COCK, , 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 $ 4000.00 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 WILLIAM W. COCK & MARGARET OVERTON COCK, , 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 WILLIAM W. COCK & MARGARET OVERTON COCK, 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 M. E. Knight 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 HERBERT N. JORDAN AND WIFE, EVELYN WARD JORDAN, and WILLIAM W. COCK AND WIFE, MARGARET OVERTON COCK, , hereunto set our hands at NASHVILLE, , Tennessee, this the 19 day of MAY, , 19 36.

HERBERT N. JORDAN
EVELYN WARD JORDAN
WILLIAM W. COCK
MARGARET OVERTON COCK

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE V. STEPHENS , a Notary Public in and for said County and State, the within-named WILLIAM W. COCK AND WIFE MARGARET OVERTON COCK, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARGARET OVERTON COCK, , wi FE of the said WILLIAM W. COCK having appeared before me privately and apart from HER husband , the said MARGARET OVERTON COCK, , 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 19TH day of MAY, , 19 36.

My commission expires on the 17 day of OCT., , 19 38. (Seal) LOUISE V. STEPHENS, Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, M. DUNCAN , a Notary Public in and for said County and State, the within-named HERBERT N. JORDAN AND WIFE, EVELYN WARD JORDAN, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And EVELYN WARD JORDAN, , wi FE of the said HERBERT N. JORDAN having appeared before me privately and apart from HER husband , the said EVELYN WARD JORDAN , 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 19 day of MAY, , 19 36.

My commission expires on the 3 day of OCT., , 19 38. (Seal) M. DUNCAN, Notary Public.

U.S.R.S. $2.00.

RECEIVED MAY 20, 1936, AT 12:31 P.M.