NO. 8069 RECORDED SEPTEMBER 4, 1931 C. L. MCFARLAND ET AL TO LEE MCMACKIN ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $4950.00 FORTY- NINE HUNDRED AND FIFTY AND NO/100 DOLLARS of which ($150.00) ONE HUNDRED AND FIFTY AND NO/100 DOLLARS has been paid in cash by LEE MCMAKIN AND WIFE, SALLIE LEE MCKIN, , receipt of which is hereby acknowledged, and for A PART OF the remainder THE SAID LEE MCMACKIN ~~HX~~ AND WIFE, SALLIE LEE MCMACKIN HAVE THIS DAY ASSUMED AND DO ~~XXXXXX~~ AGREE TO PAY A NOTE OF ($3000.00), THREE THOUSAND DOLLARS, DATED AUGUST 31, ST31 AND PAYABLE TO THE PRUDENTIAL LIFE INSURANCE COMPANY OF AMERICAN IN SEMI-ANNUAL INSTALLMENTS AS FOLLOWS: BEGINNING ON AUGUST 31, 1932 BY PAYING $75.00 ON THE PRINCIPAL NOTE OF $3000.00 AND $75.00 PAYABLE ~~ON~~ EACH SIX MONTHS THEREAFTER, THE BALANCE OF SAID PRINCIPAL SUM PAYABLE ON AUGUST 31, 1931 UNTIL MATURITY AT THE RATE OF 6% PER ANNUM PAYABLE SEMI-ANNUALLY IN EACH AND EVERY YEAR ~~H~~EREAFTER. EACH INSTALLMENT OF PRINCIPAL AND EACH INSTALLMENT OF INTEREST OF SAID NOTE BEARS INTEREST AFTER MATURITY AT THE RATE OF 6% PER ANNUM, AND FOR THE REMAINDER, $1800.00, THE SAID LEE MCMACKIN AND WIFE, SALLIE LEE MCMACKIN, HAVE THIS DAY EXECUTED THEIR SEVENTY-TWO (72) NOTES IN THE PRINCIPAL SUM OF $25.00 EACH PAYABLE MONTHLY TO THE ORDEROF C. L. MCFARLAND AND FRED H. BROWN. THE FIRST ONE OF SAID NOTES FALLS DUE OCTOBER 1, 1931 AND ONE UPON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL ARE PAID. NONE OF SAID 72 NOTES BEAR INTEREST UNTIL AFTER MATURITY AS THE INTEREST HAS BEEN CALCULATED AND AVERAGED AND ADDED INTO THE FACE OF EACH NOTE MAKING ALL OF SAID 72 NOTES IN THE SUM OF $29.50 EACH.

1931 with interest on said principal sum from date

all of said notes bearing six per cent interest from ~~XXX~~ MATURITY 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, C. L. MCFARLAND AND WIFE, MARTHA MCFARLAND, AND FRED H. BROWN AND WIFE, GERTRUDE BROWN, have this day bargained and sold, and do hereby transfer and convey, unto the said LEE MCMACKIN AND WIFE, SALLIE LEE MCMACKIN THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 2 ON THE UNRECO RDED MAP OF A SUBD~~V~~VISION OF THE JOE BROWN ESTATE. SAID LOT NO. 2 ~~HN X~~ FRONTS 50 FEET ON THE EASTERLY SIDE OF FOURTH STREET, FORMERLY ISCHEY AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 165 FEET TO AN ALLEY. THE SOUTHWEST CORNER OF LOT NO. 2 BEING 51 FEET AND 6 INCHES NORTHERLY FROM THE NORTHERLY MARGIN OF MILE END AVENUE AND THE SOUTHEAST CORNER OF SAID ~~N~~ LOT NO. 2 BEING 48 FEET 6 INCHES NORTHERLY F ROM THE NORTHERLY MARGIN OF MILE END AVENUE AND BEING THE SAME PROPERTY CONVEYED TO C.L. MCFARLAND AND FRED H. BROWN BY DEED FROM THE NASHVILLE TRUST CO./ TESTANENTARY, TRUSTEE, AS OF RECORD IN BOOK 833, PAGE 660 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. THE WITHIN DESCRIBED PROPERTY ~~SX~~ IS CONVEYED TO LEE MCMACKIN AND WIFE, SALLIE LEE MCMACKING, WITH THE SAME RESTRICTIONS AND CONDITIONS SET OUT IN A DEED OF RECORD IN BOOK 833, PAGE 660 OF THE R.O.D.C.TENN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LEE MCMACKIN AND WIFE, SALLIE LEE MCMACKIN, 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 unencumbered., EXCEPT AS HEREIN STATED.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said LEE MCMACKIN AND WIFE, SALLIE LEE MCMACKIN THEIR 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 LEE MCMACKIN AND WIFE, SALLIE LEE MCMACKIN do hereby transfer and convey unto W. RUFUS PARDUE , Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I declare that I am the true and lawful holder of the claim secured by the ~~MORTGAGE~~ TRUST DEED recorded, and hereby acknowledge the satisfaction thereof and discharge of the same in full. This 20 day of ~~August~~, 1934.

Attest: E. L. Wright, CLERK & REGISTER

WE, the said LEE MCMACKIN AND WIFE, SALLIE LEE MCMACKIN, 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 LEE MCMACKIN AND WIFE, SALLIE LEE MCMACKIN, 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 THREE ~~XXX~~ 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 LEE MCMACKIN AND WIFE, SALLIE LEE MCMACKIN 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-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by any instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to W. RUFUS PARDUE 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 C. L. MCFARLAND AND WIFE, MARTHA MCFARLAND AND FRED H. BROWN AND ~~XX~~ WIFE GERTRUDE BROWN AND LEE MCMACKIN AND WIFE, SALLIE LEE MCMACKIN, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of SEPTEMBER, 193 1.

C. L. MCFARLAND
MARTHA MCFARLAND
FRED H. BROWN
GERTRUDE BROWN
LEE MCMACKIN
~~MRS. SALLIE LEE MCMACKIN~~

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MAMIE A. MCNELLIS, a Notary Public in and for said County and State, the within named C. L. MCFARLAND AND WIFE, MARTHA MCFARLAND, AND FRED H. BROWN AND WIFE, GERTRUDE BROWN, AND LEE MCMACKIN AND WIFE, SALLIE LEE MCMACKIN, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARTHA MCFARLAND AND GERTRUDE BROWN AND SALLIE LEE MCMACKIN, wi VES of the said C. L. MCFARLAND AND FRED H. BROWN AND LEE MCMACKIN having appeared before me privately and apart from THEIR husbandS, the said MARTHA MCFARLAND AND GERTRUDE BROWN AND SALLIE LEE MCMACKIN, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbandS, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 1ST day of SEPTEMBER, 193 1

My commission expires ~~XXXXX~~ ~~XXXXX~~ APRIL 11, 1934., 193 . (Seal) MAMIE A. MCNELLIS

Received on the 3RD day of SEPTEMBER 193 1, AT 2:00 P. M. Notary Public.

FOSTER & PARKES CO., NASHVILLE