NO. 8533 RECORDED SEPT. 16, 1931. J. LEROY DAVIS ET UX TO BERT C. JOHNSON ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($6500.00) SIXTY-FIVE HUNDRED AND NO/100THS DOLLARS of which FIVE HUNDRED AND NO/100THS DOLLARS has been paid in cash by BERT C. JOHNSON AND LAURA MARIE JOHNSON, receipt of which is hereby acknowledged, and for the remainder SIX THOUSAND AND NO/100 THS DOLLARS the said BERT C. JOHNSON AND LAURA MARIE JOHNSON

HAVE FIRST ASSUMED THE PAYMENT OF A MORTGAGE DEBT NOW RESTING ON THIS PROPERTY IN THE SUM OF $3750.00 SECURING THE THIRD NATIONAL COMPANY, DATED JUNE 1, 1931, AND DUE JUNE, 1, 1934, WITH SIX PERCENT INTEREST, PAYABLE SEMI-ANNUALLY, SEE RECORD OF SAME IN THE OFFICE OF THE REGISTER FOR DAVIDSON COUNTY, TENNESSEE, IN BOOK NO. 863, AT PAGE 199.

SECOND, THE SAID BERT C. JOHNSON AND LAURA MARIE JOHNSON HAVE THIS DAY EXECUTED THEIR FORTY-FIVE (45) JOINT PROMISSORY NOTES, EACH IN THE SUM OF $60.00 PRINCIPAL WITH THE INTEREST COMPUTED AND WRITTEN INTO THE FACE OF EACH NOTE, WHICH IS TO SAY THE FIRST NOTE BEING FOR $61.25 AND REDUCING EACH MONTH BY TWENTY-FIVE CENTS. THE SAID NOTES ARE DUE AND PAYABLE MONTHLY AND CONSECUTIVELY BEGINNING WITH THAT ONE DUE NOVEMBER 1ST, 1931. INTEREST CALCULATED FROM OCTOBER 1ST, 1931. INTEREST CALCULATED FROM OCTOBER 1ST, 1931. ALL OF SAID MONTHLY NOTES ARE PAYABLE TO THE ORDER OF THE MAKERS.

MATURITY

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, J. LEROY DAVIS, AND WIFE, BESSIE T. DAVIS,

have this day bargained and sold, and do hereby transfer and convey, unto the said BERT C. JOHNSON AND WIFE, LAURA MARIE JOHNSON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

IN THE CITY OF NASHVILLE, TENNESSEE AND KNOWN BY HOUSE NUMBER AS 2111 WEST LINDEN AVENUE.

BEING LOT 10 ON THE MAP OF J. LEROY DAVIS' RESUBDIVISION OF LOTS 72,73, 74, 75 AND 76 IN THE PLAN OF BELAIR, AS OF RECORD IN BOOK 547, PAGE 137, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT 10 FRONTS FIFTY (50) FEET ON THE SOUTHERLY SIDE OF WEST LINDEN AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES ONE HUNDRED EIGHTY-FIVE (185) FEET TO AN ALLEY.

BEING PART OF THE SAME PROPERTY CONVEYED TO J. LEROY DAVIS AND WIFE, BESSIE T. DAVIS BY DEED OF G. J. STUBBLEFIELD AND WIFE, JENNIE W. STUBBLEFIELD, OF RECORD IN BOOK 772, PAGE 230, REGISTERES OF FICE DAVIDSON COUNTY, TENNESSEE.

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 13 day of Dec., 1934.
Attest: [signature] DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said BERT C. JOHNSON AND WIFE, LAURA MARIE JOHNSON, 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 STATED.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said BERT C. JOHNSON AND WIFE, LAURA MARIE JOHNSON, 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 BERT C. JOHNSON AND WIEE, LAURA MARIE JOHNSON

do hereby transfer and convey unto C. J. DAVIS, 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.

WE, the said BERT C. JOHNSON AND LAURA MARIE JOHNSON, 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 BERT C. JOHNSON AND WIFE LAURA MARIE JOHNSON, 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 BERT C. JOHNSON AND LAURA MARIE JOHNSON, 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 C. J. DAVIS 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 J. LEROY DAVIS AND BESSIE T. DAVIS and BERT C. JOHNSON AND LAURA MARIE JOHNSON, hereunto set our hands at NASHVILLE, Tennessee, this the 15TH. day of SEPTEMBER, 1931.

J. LEROY DAVIS
BESSIE T. DAVIS
BERT C. JOHNSON
LAURA MARIE JOHNSON

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ED T. HORN, a Notary Public in and for said County and State, the within named J. LEROY DAVIS AND WIFE, BESSIE T. DAVIS AND BERT C. JOHNSON AND WIFE, LAURA MARIE JOHNSON the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And BESSIE T. DAVIS AND LAURA MARIE JOHNSON, WIVES, ~~XX~~ of the said J. LEROY DAVIS AND BERT C. JOHNSON, RESPECTIVELY, having appeared before me privately and apart from THEIR husband S, the said BESSIE T. DAVIS AND LAURA MARIE JOHNSON, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 15TH day of SEPTEMBER, 1931

My commission expires on the 5 day of FEB., 1931. (Seal) ED T. HORN

Received on the 15TH day of SEPTEMBER 1931, AT 2:36 P. M. Notary Public.

FOSTER & PARKER CO., NASHVILLE