NUMBER 14421 RECORDED MCH 3,1932 ANNEB. YANCEY ,ET AL TO JOHN D. NEWLIN, ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY SEVEN HUNDRED ($2700.00) AND NO/100 DOLLARS of which FIVE HUNDRED ($500.00) & NO/100 DOLLARS has been paid in cash by JOHN D. NEWLIN AND WIFE, LELA FENTRESS NEWLIN , receipt of which is hereby acknowledged, and for the remainder TWENTY-TWO HUNDRED ($2200.00) & NO/100 - - - - - DOLLARS, the said JOHN D. NEWLIN AND WIFE, LELA FENTRESS NEWLIN HAVE AGREED TO ASSUME A NOTE FOR THE SUM OF $1350.00 DATED SEPT 26TH,1931 DUE THREE YEARS AFTER DATE, WITH INTEREST PAYABLE SEMI-ANNUALLY AT THE RATE OF 6%, SAID NOTE IS SECURED AND DESCRIBED IN A DEED OF TRUST MADE BY ANNE B. YANCEY AND HUSBAND TO CHAS.F. LOVELL, TRUSTEE, OF RECORD IN BOOK 807,PAGE 198, R.O.D.C.TENN. AS A FURTHER CONSIDERATION THE SAID JOHN D. NEWLIN AND WIFE, LELA FENTRESS NEWLIN,HAVE EXECUTED AND DELIVERED THEIR 34 LIEN PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF ANNE B. YANCEY,FIRST ONE OF SAID NOTES IS FOR THE SUM OF $29.25, AND EACH ONE OF THE NEXT SUCCEEDING NOTES WILL BE FOR AN AMOUNT 12$ AND 13$ LESS ALTERNATELY EACH MONTH. NONE OF SAID NOTES SHALL BEAR INTEREST EXCEPT AFTER MATURITY. FIRST NOTE WILL BE DUE MAY 1ST,1932, AND THE OTHERS, ONE ON THE FIRST DAY OF EACH MONTH RESPECTIVELY THEREAFTER UNTIL ALL ARE PAID. A GRACE PERIOD OF SIXTY DAYS IS HEREBY GRANTED ON THE ABOVE MENTIONED SERIES OF 34 NOTES.

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, ANNE B. YANCEY AND HUSBAND RICHARD H.YANCEY have this day bargained and sold, and do hereby transfer and convey, unto the said JOHN D. NEWLIN AND WIFE, LELA FENTRESS NEWLIN,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.16 ON THE PLAN ~~ON THE PLAN~~ OF S.A. BUCHANAN'S RESUBDIVISION OF LOTS 4,5, 6,12,13,18,19,24, 25,30 AND 31 OF THE TRINITY HEIGHTS ADDITION,AS OF RECORD IN BOOK 547, PAGE 166, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.16 FRONTS 50 FEET ON THE NORTHERLY SIDE OF PULLEN ST. AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO ANNE B. YANCEY BY DEED FROM HARRY A. LUCK ,TRUSTEE, OF RECORD IN BOOK 881, PAGE 689,SAID REGISTER'S OFFICE.

THE GRANTESS HEREIN HEREBY AGREE TO ASSUME TAXES FOR THE YEAR1932.

THE ABOVE DESCRIBED 34 LIEN PROMISSORY NOTES ARE GIVEN IN THE PRINCIPAL SUM OF $25.00 EACH WHICH TOGETHER WITH ACCUMULATED INTEREST MAKES THE FIRST NOTE PAYABLE IN THE SUM OF $29.25, AND EACH ONE OF THE NEXT SUCCEEDING NOTES WILL BE FOR AN AMOUNT 12$ AND 13$ LESS ALTERNATELY EACH MONTH.

I declare that I am the true and lawful holder of the above conveyed for the instrument within presented, and I am authorized by the State to hold the same in trust for it.

Attest: ..... DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN D. NEWLIN AND WIFE, LELA FENTRESS NEWLIN,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 MENTIONED.

WE further covenant and bind OURSELVES ,OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN D. NEWLIN AND WIFE , LELA FENTRESS NEWLIN,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 JOHN D. NEWLIN AND WIFE, LELA FENTRESS NEWLIN do hereby transfer and convey unto J.TYREE FAIN , 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 JOHN D. NEWLIN AND WIFE, LELA FENTRESS NEWLIN , 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 $2000.00 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 JOHN D. NEWLIN AND WIFE, LELA FENTRESS NEWLIN , 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, OF IF 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 JOHN D. NEWLIN AND WIFE, 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-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 J.TYREE FAIN 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 ANNE B. YANCEY AND HUSBAND RICHARD H.YANCEY and JOHN D. NEWLIN AND WIFE, LELA FENTRESS NEWLIN , hereunto set our hands at NASHVILLE , Tennessee, this the 19 day of FEBRUARY, 1932. XXXXXX .

ANNE B. YANCEY
RICHARD H.YANCEY
JOHN D. NEWLIN
MRS. LELA FENTRESS NEWLIN

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EDWIN E. CARLSON , a Notary Public in and for said County and State, the within named RICHARD H.YANCEY AND WIFE, ANNE B. YANCEY the bargainor S with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ANNE B. YANCEY WIFE XXXX of the said RICHARD H.YANCEY having appeared before me privately and apart from HER husband , the said ANNE B. YANCEY , 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 22ND day of FEB.1932. XXXXX

My commission expires on the 23 day of JAN,1933. , XXX . (Seal) EDWIN E.CARLSON

~~Received on the - - - - day of - - - - 193~~ , Notary Public.

STATE OF TENNESSEE,
DAVIDSON COUNTY.

PERSONALLY APPEARED BEFORE ME, EDWIN E. CARLSON, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED JOHN D. NEWLIN AND WIFE, LELA FENTRESS NEWLIN THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. AND LELA FENTRESS NEWLIN WIFE OF THE SAID JOHN D. NEWLIN,HAVING APPEARED BEFORE ME, PRIVATELY AND APART FROM HER HUSBAND,THE SAID LELA FENTRESS NEWLIN ACKNOWLEDGED THE EXECUTION OF THE SAID INSTRUMENT TO HAVE BEEN DONE BY HER FREELY,VOLUNTARILY,AND UNDERSTANDINGLY,WITHOUT COMPULSION OF CONSTRAINT FROM HER SAID HUSBAND, AND FOR THE PURPOSES THEREIN EXPRESSED.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLETENNESSEE, THIS 27TH DAY OF FEBRUARY,1932.
(SEAL) EDWIN E. CARLSON, NOTARY PUBLIC
COM.EXPIRES 1/23/33

RECD MCH 3,1932 AT 1:28 P.M.

FOSTER & PARKES CO., NASHVILLE