NUMBER 16445 RECORDED APRIL 30,1932 F.D. PHILLIPS,TR,ET AL TO A.W. MCMANUS,ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THIRTEEN HUNDRED ($1300.00) DOLLARS of which FOUR HUNDRED AND FIFTY ($450.00) DOLLARS has been paid in cash by A.W. MCMANUS AND WIFE, JANE P.MCMANUS, AND FOR THE ~~receipt of which is hereby acknowledged, and for the remainder~~ REMAINDER OF EIGHT HUNDRED AND FIFTY ($850.00) DOLLARS ~~DOLLARS~~ THE SAID A.W. MCMANUS AND WIFE ~~the said~~ JANE P. MCMANUS, HAVE EXECUTED THEIR THIRTY-FOUR PROMISSORY NOTES OF EVEN DATE HEREWITH EACH IN THE SUM OF TWENTY-FIVE ($25.00) DOLLARS, ALL PAYABLE TO THE ORDER OF F.D. PHILLIPS, TRUSTEE, THE FIRST ONE OF SAID NOTES BEING DUE AND PAYABLE MAY 15,1932, AND THE OTHERS ONE ON THE 15TH DAY OF EACH CONSECUTIVE~~XXX~~MONTH THEREAFTER UNTIL ALL ARE PAID, AND ALL OF SAID NOTES BEARING SIX PERCENT INTEREST FROM APRIL 15,1932 , AND PROVIDING FOR THE PAYMENT 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, F.D. PHILLIPS, TRUSTEE, J.R. ROWLEY, AND TAFEL ELECTRIC COMPANY, A CORPORATION CHARTERED UNDER THE LAWS OF THE STATE OF KENTUCKY, WITH ITS PRINCIPAL OFFICE IN LOUISVILLE, KENTUCKY, THE BENEFICIAL OWNERS OF THE PROPERTY HEREIN CONVEYED, AND FOR WHOSE BENEFIT SAID PROPERTY WAS CONVEYED TO THE SAID F.D. PHILLIPS, TRUSTEE, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID A.W. MCMANUS AND WIFE, JANE P. MCMANUS, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY,TENNESSEE, AS FOLLOWS:

"BEING THE NORTHERLY PART OF LOT NO.46 IN THE SUBDIVISION OF MAPLEWOOD HOME TRACT, IN THE 11TH CIVIL DISTRICT OF DAVIDSON COUNTY, ACCORDING TO SURVEY BY W.B. SOUTHGATE APRIL 1921, AND FOUND ON RECORD IN BOOK 421, PAGE 174, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE. SAID NORTHERLY PARTOOF LOT NO.46 FRONTS 89 FEET ON THE WESTERLY SIDE OF BAXTER STREET,AND EXTENDS BACK BETWEEN PARALLEL LINES 225 FEET TO THE REAR LINE OF NO.63 IN SAID SUBDIVISION. BEING THE SAME PROPERTY CONVEYED TO SAID F.D. PHILLIPS,TRUSTEE, BY DEED FROM C.D. REID, ET UX OF RECORD IN BOOK 876, PAGE 549, OF R.O.D.C.TENNESSEE."

THE PURCHASERS HEREBY ASSUME AND AGREE TO PAY TAXES ON SAID PROPERTY FOR THE YEAR 1932.

X OF A SALE OF SAID PROPERTY UNDER BY VIRTUE OF THIS TRUST, THE SAID A.W. MCMANUS AND WIFE, JANE P.MCMANUS, AND ALL PERSONS HOLDING UNDER THEM, SHALL BE AND BECOME THE TENANTS AT WILL OF THE PURCHASER OF THE SAME FROM AND AFTER THE EXECUTION ~~OF~~ AND DELIVERY OF A DEED TO SUCH PURCHASER, SAID TENANCY TO BE DETERMINED AT THE OPTION OF SAID PURCHASER UPON FIVE DAYS' WRITTEN NOTICE.

~~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~~

COPY OF RELEASE BOOK NO. 116 PAGE NO. 537 R.O.D.C., TENN.

~~have this day bargained and sold, and do hereby transfer and convey, unto the said heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:~~

XX STATE OF KENTUCKY,)
JEFFERSON COUNTY)

BEFORE ME, ALLEN HARRISON A NOTARY PUBLIC IN AND FOR THE STATE AND ~~X~~ COUNTY, AFORESAID, PERSONALLY APPEARED ~~BE~~ PAUL TAFEL ,WITH WHOM I AM PERSONALLY ACQUAINTED; AND WHO, UPON OATH, ACKNOWLEDGED HIMSELF TO BE PRESIDENT ~~XX~~ OF THE TAFEL ELECTRIC COMPANY, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH PRESIDENT, BEING AUTHORIZED SO TO DO,EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS PRESIDENT.

WITNESS MY HAND AND OFFICIAL SEAL AT LOUISVILLE KY, THIS MARCH 15TH,1932.

(SEAL) ALLEN HARRISON , NOTARY PUBLIC
NOTARY PUBLIC, JEFFERSON COUNTY, KY COM.EXPIRES FEB 11,1935.

STATE OF WEST VIRGINIA)
COUNTY OF CABEL)

ON THIS 26TH DAY OF MARCH, 1932, BEFORE ME, PERSONALLY APPEARED J.R. ROWLEY, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL AT HUNTINGTON WEST, VA. THIS 26TH DAY OF MARCH,1932.

(SEAL) G.C. WITHROW, NOTARY PUBLIC
COM.EXPIRES SEPT 8TH,1937.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said A.W. MCMANUS AND WIFE, JANE P.MCMANUS, 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.

WE further covenant and bind OURSELVES ,OUR heirs and representatives, to warrant and forever defend the title to said real estate to said A.W. MCMANUS AND WIFE, JANE P.MCMANUS, 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 ~~OUS~~ in hand paid WE , the said A.W. MCMANUS AND WIFE, JANE P.MCMANUS do hereby transfer and convey unto LOUIS LEFTWICH, , 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 A.W. MCMANUS AND WIFE, JANE P.MCMANUS , 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 poliey or policies to said Trustee for the benefit of the lawful owner and holder of notes, as his interest may appear.

WE further agree 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 A.W. MCMANUS AND WIFE, JANE P.MCMANUS , 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 SEE X OPP PAGE

X~~IN XNXNXNX