NO. 11893 RECORDED DEC. 21, 1931. W. E. BARNES ET AL TO ARIEL E. ELAM ET UX.

PARTIAL PAYMENT DEED.

# INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY-ONE HUNDRED & FIFTY ($2150.00) DOLLARS
of which $100.00 DOLLARS has been paid in cash by
ARIEL E. ELAM & WIFE, LOUIE MAI HAGER ELAM, , receipt of which is hereby acknowledged, and for the remainder
$2050.00, ~~THEXSXXS~~ -- XXXXXXXXX
the said ARIEL E. ELAM & WIFE, LOUIE MAI HAGER ELAM,
HAVE EXECUTED THEIR 6 JOINT PROMISSORY NOTES AS FOLLOWS: ONE FOR $341.67, DUE JULY 1, 1932, ONE FOR $341.67, DUE JANUARY 1, 1933, ONE FOR $341.67, DUE JULY 1, 1933, ONE FOR $341.66, DUE JANUARY 1, 1934, ONE FOR $341.67, DUE JULY 1, 1934, AND ONE FOR $341.66, DUE JANUARY 1, 1935,

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 23rd day of June 1934.
Attest: W. C. Weaver DEPUTY REGISTER

all of said notes bearing six per cent interest from date, and providing for 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, I, A WIDOW, DAUGHTER OF J. B. BARNES, DECEASED, MRS. NORA KINCAID & HUSBAND, CHARLIE KINCAID, MRS. LENA HOWELL & HUSBAND, JENE HOWELL, MRS. EOLA BELL STILL & HUSBAND, THOMAS STILL & MRS. SALLIE PUTNAM & HUSBAND, HOWARD PUTNAM have this day bargained and sold, and do hereby transfer and convey, unto the said
ARIEL E. ELAM & WIFE, LOUIE MAI HAGER ELAM, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A TRACT OF LAND IN THE 5TH, FORMERLY THE 7TH, CIVIL DISTRICT OF SAID COUNTY, DESCRIBED ACCORDING TO A SURVEY MADE MAY 17, 1929, BY ERLE DRAKE COUNTY SURVEYOR OF SAID COUNTY, AS FOLLOWS: BEGINNING ON THE SOUTHWESTERLY MARGIN OF A COUNTY ROAD, THE NORTHEAST CORNER OF DR. GAINES' LAND AND RUNNING THENCE WITH GAINES' EAST LINE AND ANN HILL'S EAST LINE, SOUTH 3½ DEGREES WEST 179.5 POLES TO SAID ANN HILL'S CORNER; THENCE WITH HILL'S NORTHERLY LINE, SOUTH 86¼ DEGREES EAST 49.4 POLES TO THE SOUTHWEST CORNER OF THE OLD WHITSITT, NOW THE TOM BROOKS' LAND; THENCE WITH BROOKS' WEST LINE, AS FOLLOWS: NORTH 3¼ DEGREES EAST 109.6 POLES TO A STONE; EAST 6.3 POLES TO A STONE; NORTH 2½ DEGREES EAST 12.3 POLES TO A STONE; SOUTH 79¼ ~~DEGREESX~~ DEGREES WEST 6.4 POLES TO A STONE; NORTH 3¼ DEGREES EAST 58 POLES TO THE CENTER OF THE COUNTY ROAD; THENCE WITH THE CENTER OF SAID ROAD AS FOLLOWS: NORTH 81½ DEGREES WEST 22 POLES; SOUTH 89½ DEGREES WEST 11 POLES; NORTH 86½ DEGREES WEST 15.85 POLES TO THE BEGINNING, CONTAINING 55.60 ACRES, MORE OR LESS, AND BEING THE SAME LAND CONVEYED BY JOHN R. BRILEY AND WIFE TO JOHN B. BARNES BY DEED OF RECORD IN BOOK 265, PAGE 245, REGISTER'S OFFICE FOR SAID COUNTY, AND ALSO THE SAME PROPERTY CONVEYED TO THE SAID W. E. BARNES & WIFE, KATE BARNES, J. R. BARNES & WIFE, NANNIE BARNES, MRS. DULA MCWHIRTER, A WIDOW, MRS. NORA KINCAID & HUSBAND, CHARLIE KINCAID, MRS. LENA HOWELL & HUSBAND, JENE HOWELL, MRS. EOLA BELL STILL & HUSBAND, THOMAS STILL & MRS. SALLIE PUTNAM & HUSBAND, HOWARD PUTNAM, BY CLAUDE CROUCH, AN UNMARRIED MAN, BY DEED RECORDED IN BOOK 881, PAGE 431, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ARIEL E. ELAM & WIFE, LOUIE MAI HAGER ELAM, 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 ARIEL E. ELAM & WIFE, LOUIE MAI HAGER ELAM, 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 ARIEL E. ELAM & WIFE, LOUIE MAI HAGER ELAM,

do hereby transfer and convey unto RICHARD P. DEWS, , 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 ARIEL E. ELAM & WIFE, LOUIE MAI HAGER ELAM, , 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 $ 1000.00 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 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 ARIEL E. ELAM & WIFE, LOUIE MAI HAGER ELAM , 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 ARIEL E. ELAM & WIFE, LOUIE MAI HAGER ELAM, 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 RICHARD P. DEWS, 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 W. E. BARNES & WIFE, KATE BARNES, J. R. BARNES & WIFE, NANNIE BARNES, MRS. DULA MCWHIRTER, A WIDOW, DAUGHTER OF J. B. BARNES, DECEASED, MRS. NORA KINCAID & HUSBAND, CHARLIE KINCAID, MRS. LENA HOWELL & HUSBAND, JENE HOWELL, MRS. EOLA BELL STILL & HUSBAND, THOMAS STILL, MRS. SALLIE PUTNAM & HUSBAND, HOWARD PUTNAM, ~~HXXX~~ , hereunto set our hands at NASHVILLE, Tennessee, this the 14 day of DEC. , 193 1.

W. E. BARNES & MRS. KATE BARNES
J. R. BARNES & MRS. NANNIE BARNES
MRS. DULA B. MCWHIRTER
MRS. NORA KINCAID & CHARLIE KINCAID
MRS. LENA HOWELL & JIM HOWELL
EOLA BELL STILL & TOM STILL
MRS. SALLIE PUTNAM & HOWARD PUTNAM
ARIEL E. ELAM
LOUIE MAI HAGER ELAM

## ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ELVIN WOODROOF, a Notary Public in and for said County and State, the within named ARIEL E. ELAM AND WIFE, LOUIE MAI HAGER ELAM, the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LOUIE MAI HAGER ELAM, , wife of the said ARIEL E. ELAM having appeared before me privately and apart from HER husband, the said LOUIE MAI HAGER ELAM, 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 17TH day of DECEMBER, 193 1

My commission expires APRIL 30, 1934.

(Seal) ELVIN WOODROOF
Notary Public.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.
STATE OF TENNESSEE, DAVIDSON COUNTY.

PERSONALLY APPEARED BEFORE ME, C. M. GOODSEY, A NORARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED W. E. BARNES & WIFE, KATE BARNES, J. R. BARNES & WIFE, NANNIE BARNES, MRS. DULA MCWHIRTER, MRS. NORA KINCAID & HUSBAND, CHARLIE KINCAIN, MRS. LENA HOWELL & HUSBAND, JENE HOWELL, MRS. EOLA BELL STILL & HUSBAND, THOMAS STILL, MRS. SALLIE PUTNAM & HUSBAND, HOWARD PUTNAM, THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGE THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

AND KATE BARNES, NANNIE BARNES, MRS. NORA KINCAID, MRS. LENA HOWELL, MRS. EOLA BELL STILL & MRS. SALLIE PUTNAM, WIVES OF THE SAID W. E. BARNES, J. R. BARNES, CHARLIE KINCAID, JENE HOWELL, THOMAS STILL, HOWARD PUTNAM, HAVING APPEARED BEFORE ME, PRIVATELY AND PART FROM THEIR HUSBANDS, THE SAID KATE BARNES, NANNIE BARNES, MRS. NORA KINCAID, MRS. LENA HOWELL, MRS. EOLA BELL STILL & MRS. SALLIE PUTNAM 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 14 DAY OF DEC. 1931.

MY COM. EXPIRES OCT. 15, 1935. (SEAL) C. M. GOODSEY, NOTARY PUBLIC.

90793 MARSHALL & BRUCE CO. NASHVILLE

RECEIVED DEC. 19, 1931, AT 11:35 A. M.