# INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($2,250.00) TWENTY TWO HUNDRED AND FIFTY AND NO/100 DOLLARS of which ONE HUNDRED & NO/100 ($100.00) DOLLARS has been paid in cash by LILLIE M. HOLTON, receipt of which is hereby acknowledged, and for the remainder ($2,150.00) TWENTY ONE HUNDRED FIFTY AND NO/100 DOLLARS the said LILLIE M. HOLTON AND HUSBAND J. DILLARD HOLTON HAVE EXECUTED THEIR NOTE FOR $970.00 OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF THE NASHVILLE AND AMERICAN TRUST COMPANY, AND DUE FEBRUARY 1, 1937 WITH INTEREST AT THE RATE OF SIX PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY AND SECURED BY A DEED OF TRUST TO E. E. MURREY, TRUSTEE, WHICH IS HEREBY DECLARED TO BE A FIRST AND PRIOR LIEN ON THE LAND HEREIN CONVEYED; AND HAVE EXECUTED THEIR (59) FIFTY-NINE PROMISSORY LIEN NOTES BEARING EVEN DATE HEREWITH PAYABLE TO THE ORDER OF NASHVILLE AND AMERICAN TRUST COMPANY, IN THE AMOUNT OF $20.00 EACH, BEARING INTEREST AT THE RATE OF SIX PER CENT PER ANNUM, THE INTEREST HAVING BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE, MAKING THE FIRST NOTE IN THE AMOUNT OF $25.90 AND EACH SUCCEEDING NOTE DECREASING TEN (10¢) CENTS UNTIL ALL OF SAID 59 NOTES ARE PAID, THE LAST NOTE BEING IN THE AMOUNT OF $20.10. THE FIRST ONE OF SAID NOTES IS DUE ON OR BEFORE FEBRUARY 18, 1932 AND THE OTHERS, RESPECTIVELY ON OR BEFORE THE 18TH DAY OF EACH CONSECUTIVE MONTH UNTIL ALL OF SAID 59 PROMISSORY NOTES ARE PAID, AND WHICH SERIES OF 59 NOTES, ARE AND SHALL BE SECONDARY TO SAID $970.00 NOTE ABOVE MENTIONED OR ANY RENEWAL OF EXTENSION THEREOF.

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 NASHVILLE AND AMERICAN TRUST COMPANY A CORPORATION CHARTERED UNDER THE LAWS OF THE STATE OF TENNESSEE WITH ITS PRINCIPAL OFFICE AND PLACE OF BUSINESS IN NASHVILLE TENNESSEE.

I declare that I am the true and lawful holder of the claim secured by the instrument within and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 19th day of January, 1934.

NASHVILLE TRUST CO.
BY [signature]
Asst. Secy.

Attest: [signature]
COUNTY REGISTER

this day bargained and sold, and do hereby transfer and convey, unto the said LILLIE M. HOLTON FOR HER SOLE AND SEPARATE USE, FREE FROM THE DEBTS AND CONTRACTS OF HER PRESENT OR ANY FUTURE HUSBAND WITH FULL POWER VESTED IN HER TO SELL MORTGAGE OR OTHERWISE CONVEY, AS IF SHE WERE A FEME SOLE, HER HEIRS AND ASSIGNS CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE AS FOLLOWS :

BEING LOT NO. 147 AND THE NORTH 20 FEET OF LOT NO. 148 ON THE MAP OF MCEWEN PLACE AS OF RECORD IN BOOK 332, PAGE 133, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE SAID LOT NO. 147 AND THE NORTH PART OF LOT NO. 148 FRONT TOGETHER 50 FEET ON THE EAST SIDE OF ALLEN STREET, AND RUN BACK BETWEEN PARALLEL LINES WITH THE SOUTH MARGIN OF MCEWEN AVENUE 128 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO NASHVILLE AND AMERICAN TRUST COMPANY BY DEED FROM W. C. WILKERSON TRUSTEE, OF RECORD IN BOOK 874, PAGE 519, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. TAXES FOR THE YEAR 1932 PRORATED AS OF EVEN DATE HEREWITH BY THE GRANTOR AND GRANTEES ON THE ABOVE DESCRIBED PROPERTY, AND ASSUMED BY THE GRANTEES.

THIS CONVEYANCE IS MADE SUBJECT TO THE RESTRICTIVE COVENANTS CONTAINED IN THE DEED FROM FIRST SAVINGS BANK AND TRUST COMPANY, TRUSTEE, TO MRS. GERTRUDE M. UNDERWOOD OF RECORD IN BOOK 460 PAGE 356, R.O.D.C. TENNESSEE, DATED SEPTEMBER 2, 1914 ( SHOWN ON PAGES 2 AND 3 OF SAID ABSTRACT) AND ALSO RESTRICTIVE COVENANTS CONTAINED IN DEED FROM FIRST SAVINGS BANK AND TRUST COMPANY, TRUSTEE, TO MRS. GERTRUDE M. UNDERWOOD , OF RECORD IN BOOK 465, PAGE 366, R.O.B.C. TENNESSEE DATED NOVEMBER 25, 1914 ( SHOWN ON PAGES 3 AND 4 OF SAID ABSTRACT)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LILLIE M. HOLTON, heirs and assigns, forever, NASHVILLE AND AMERICAN TRUST COMPANY A CORPORATION AS AFORESAID covenant that IT IS 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 ABOVE SET OUT

NASHVILLE AND AMERICAN TRUST COMPANY, A CORPORATION AS AFORESAID further covenants and binds ITSELF ITS. heirs and representatives, to warrant and forever defend the title to said real estate to said LILLIE M. HOLTON HER 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 LILLIE M. HOLTON AND HUSBAND J. DILLARD HOLTON

do hereby transfer and convey unto E. E. MURREY, 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 LILLIE M.HOLTON AND HUSBAND J. DILLIARD HOLTON, 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 $ 2,000.00 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 LILLIE M.HOLTON AND HUSBAND J. DILLARD HOLTON, 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 THREE 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 LILLIE M. HOLTON 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 E. E. MURREY 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, NASHVILLE AND AMERICAN TRUST COMPANY A CORPORATION AS AFORESAID HAS CAUSED ITS CORPORATE SEAL TO BE HEREUNTO SUBSCRIBED BY W.W. MCNEILLY ITS VICE PRESIDENT AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY K. H. DODSON ITS SECRETARY AND WE THE SAID LILLIE M.HOLTON AND HUSBAND J. DILLIARD HOLTON, hereunto set our hands at NASHVILLE, Tennessee, this the 18TH day of JANUARY, 193 2.

(SEAL)

ATTEST:
K H. DODSON

NASHVILLE AND AMERICAN TRUST COMPANY
BY W. W. MCNEILLY , VICE PRESIDENT
LILLIE M. HOLTON
J. DILLARD HOLTON

## ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FLOYD H. ADAMS, , a Notary Public in and for said County and State, the within named LILLIE M. HOLTON AND HUSBAND J. DILLIARD HOLTON the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LILLIE M. HOLTON , wi FE of the said J. DILLIARD HOLTON having appeared before me privately and apart from HER husband , the said LILLIE M. HOLTON , 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 18TH day of JANUARY , 193 2

My commission expires OCT. 8TH 1934

(Seal) FLOYD H. ADAMS,
Notary Public.

STATE OF TENNESSEE
DAVIDSON COUNTY ..... BEFORE ME A. T. JONES, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED W. W. MCNEILLY AND K. H. DODSON, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE VICE PRESIDENT AND SECRETARY, RESPECTIVELY, OF THE NASHVILLE AND AMERICAN TRUST COMPANY, THE BARGAINOR A CORPORATION AND THAT THEY AS SUCH VICE PRESIDENT AND SECRETARY, BEING AUTHORIZED SO TO DO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY THE SAID W.W. MCNEILLY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS VICE PRESIDENT AND THE SAID K. H. DODSON ATTESTING THE SAME AS SECRETARY AND AFFIXING THERETO THE CORPORATION SEAL OF SAID NASHVILLE, AND AMERICAN TRUST COMPANY .

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE THIS 19TH DAY OF JANUARY 1932, (SEAL) A. T. JONES,
MY COM. EX JULY 10TH 1934 NOTARY PUBLIC
REC'D JAN. 19TH 1932 AT 3;13 P. M

80783 MARSHALL & BRUCE CO. NASHVILLE