NUMBER 14864 RECORDED MCH 16,1932 D.A. WHEATLEY, ET UX TO FRED N.DENSON,ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND ($2000.00) DOLLARS
of which ONE HUNDRED ($100.00) DOLLARS has been paid in cash by
FRED N. DENSON AND WIFE, WILLIE M.DENSON , receipt of which is hereby acknowledged, and for the remainder
OF NINETEEN HUNDRED ($1900.00) - - - - DOLLARS
the said FRED N.DENSON AND WIFE, WILLIE M.DENSON, HAVE EXECUTED THEIR NINETY FIVE (95) JOINT PROMISSORY NOTES, OF EVEN DATE HEREWITH FOR THE SUM OF TWENTY ($20.00) DOLLARS EACH, THE FIRST OF SAID NOTES IS DUE ON OR BEFORE THE FIRST DAY OF APRIL 1932 AND ONE ON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE DUE AND PAYABLE, SAID NOTES ARE PAYABLE TO THE ORDER OF D.A. WHEATLEY AND SUSIE WHEATLEY AND DO NOT BEAR INTEREST UNTIL AFTER MATURITY.

I hereby certify that I am the true and lawful holder of the claim secured by the foreclosure within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 16 day of March, 1936
Attest: [illegible] REGISTER

AFTER 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, D.A. WHEATLEY AND WIFE, SUSIE WHEATLEY

have this day bargained and sold, and do hereby transfer and convey, unto the said FRED N. DENSON, AND WIFE, WILLIE M. DENSON, AND IN CASE OF THE DEATH OF EITHER, THE SURVIVOR TO BECOME IMMEDIATELY SEIZED AND POSSESSED OF THE WHOLE, AND TO THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.80 ON THE MAP OF SHARPE AND HORN'S 2ND SUBDIVISION OF THE LINDSLEY PROPERTY, AS OF RECORD IN BOOK NO.161, PAGE 83, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.80 FRONTS 50 FEET ON THE EASTERLY SIDE OF JOSEPH AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 145 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO D.A. WHEATLEY AND WIFE BY DEED FROM ALFRED GLAUS AND WIFE OF RECORD IN BOOK NO.831, PAGE 10, REGISTER'S office FOR DAVIDSON COUNTY, TENNESSEE.

GRANTEE ASSUMES TAXES FOR THE YEAR 1932.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FRED N.DENSON, AND WIFE, WILLIE M.DENSON, AND TO THE SURVIVOR, 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 claims of all persons. Fred N Denson and wife Willie M Denson and to the survivor their heirs and assigns, against the lawful

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 FRED N.DENSON AND WIFE, WILLIE M.DENSON,

do hereby transfer and convey unto J.W. SHORT, 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 FRED N. DENSON AND WIFE, WILLIE M Denson, 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 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 FRED N.DENSON AND WIFE, WILLIE M.DENSON, 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 ~~XXXXXX~~ at maturity, or NINETY DAYS AFTER 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 US. OR OUR LEGAL 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.W. SHORT 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 D.A. WHEATLEY AND WIFE, SUSIE WHEATLEY, AND FRED N.DENSON AND WIFE, WILLIE M.DENSON

~~XXX~~ and

at NASHVILLE, Tennessee, this the 27TH day of FEBRUARY, 1932.

D.A. WHEATLEY
SUSIE W. WHEATLEY
FRED N. DENSON
WILLIE M.DENSON

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, AMOS ~~L.EDWARDS~~ L Edwards, a Notary Public in and for said County and State, the within named D.A. WHEATLEY AND WIFE, SUSIE WHEATLEY, AND FRED N.DENSON AND WIFE, WILLIE M.DENSON the bargainors, with whom I am personally acquainted, and who acknowledged that THEIR executed the within instrument for the purposes therein contained.

And SUSIE WHEATLEY AND ~~WIFE~~ WILLIE M.DENSON, wiVES of the said D.A. WHEATLEY AND FRED N.DENSON

having appeared before me privately and apart from THEIR husband S, the said SUSIE WHEATLEY AND WILLIE M.DENSON, 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 1ST day of MARCH, 1932.

My commission expires JAN 18TH,1936

(Seal) AMOS L.EDWARDS

Notary Public.

REC'D MCH 16,1932 AT 12:48 A.M.

90793 MARSHALL & BRUCE CO. NASHVILLE