 NO. 20815 RECORDED SEPT. 2, 1932 LELA VANCE TO CARSON C. GILL ETUX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY-NINE HUNDRED ($2900.00) DOLLARS
of which TWO HUNDRED ($200.00) DOLLARS has been paid in cash by
CARSON C. GILL AND WIFE, CARRAH BRANTLEY GILL, , receipt of which is hereby acknowledged, and for the remainder
EIGHTEEN HUNDRED FIFTY ($1850.00) DOLLARS
the said CARSON C. GILL AND WIFE, CARRAH BRANTLEY GILL HAVE ASSUMED AND AGREE TO PAY ANOTE OF EIGHTEEN HUNDRED FIFTY (;1850.00) DOLLARS DATED SEPTEMBER 18, 1930, WITH INTEREST PAYABLE SEMI-ANNUALLY, SECURED BY VENDOR'S LIEN RETAINED IN DEED FROM GRAVES PATE AND WIFE, TO G. W. HORDE AND WIFE, OF RECORD IN BOOK 853, PAGE 221, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE AND FOR THE RESIDUE, EIGHT HUNDRED FIFTY ($850.00) DOLLARS, THE SAID CARSON C. GILL AND WIFE, CARRAH BRANTLEY GILL, HAVE EXECUTED THEIR FORTY-TWO (42) JOINT, PROMISSORY, LIEN NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF LELA VANCE. 41 OF SAID NOTES BEING IN THE PRINCIPAL SUM OF TWENTY ($20.00) DOLLARS EACH AND THE 42ND. AND LAST NOTE BEING IN THE PRINCIPAL SUM OF $30.00. NONE OF SAID NOTES BEAR INTEREST EXCEPT AFTER MATURITY AS THE INTEREST HAS BEEN COMPUTED AND THE ACCUMULATED INTEREST ON ALL ADDED TO THE FACE OF EACH NOTE AS IT MATURES, MAKING THE FACE OF THE FIRST NOTE TWENTY-FOUR AND 25/100 ($24.25) DOLLARS AND EACH NOTE THEREAFTER FOR IN AMOUNT OF TEN CENTS LESS THAN THE PRECEDING NOTE EXCEPT THE LAST NOTE WHICH IS FOR $30.15. THE FIRST ONE OF SAID NOTES WILL MATURE ON THE FIRST DAY OF OCTOBER, 1932, AND ONE ON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE DUE AND PAID.

all of said notes bearing six per cent interest from DUE 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

I, LELA VANCE (UNMARRIED)

have this day bargained and sold, and do hereby transfer and convey, unto the said CARSON C. GILL AND WIFE, CARRAH BRANTLEY GILL THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 37 ON THE MAP OF MADISON REALTY COMPANY'S SUBDIVISION MADISON, TENNESSEE, AS OF RECORD IN BOOK NO. 547, PAGE 164, REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO. 37 FRONTS 50 FEET ON THE NORTHERLY SIDE OF HARRINGTON AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 190 FEET TO A DEAD LINE. BEING THE SAME PROPERTY CONVEYED TO LELA VANCE, BY DEED FROM EMMETT LEE GOBER AND WIFE, OF RECORD IN BOOK NO. 910, PAGE 28, SAID REGISTER'S OFFICE.

IT IS UNDERSTOOD AND AGREEOBY ALL PARTIES HERETO THAT THE PROPERTY HEREIN CONVEYED IS SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN DEED FROM B. W. GRAVES, TRUSTEE, ET ALS., TO GRAVES PATE AND WIFE, OF RECORD IN BOOK NO. 846, PAGE 535, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE GRANTEE ASSUMES THE PAYMENT OF THE 1932 TAXES.

Tenders 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 ... day of ... 1932
COMMERCE UNION BANK
By ...

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CARSON C. GILL AND WIFE, CARRAH BRANTLEY GILL THEIR , heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said CARSON C. GILL AND WIFE, CARRAH BRANTLEY GILL, 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 CARSON C. GILL AND WIFE, CARRAH BRANTLEY GILL

do hereby transfer and convey unto THOS. H. WARREN, 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 CARSON C. GILL AND WIFE, CARRAH BRANTLEY GILL, 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 $2500. AND / $2500. TORNADO INSURANCE 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 CARSON C. GILL AND WIFE, CARRAH BRANTLEY GILL, 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 CARSON C. GILL AND WIFE, CARRAH BRANTLEY GILL, 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 THOS.H. WARREN 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 LELA VANCE

and CARSON C. GILL AND WIFE, CARRAH BRANTLEY GILL, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of SEPTEMBER, 1932.

LELA VANCE
CARSON C. GILL
CARRAH BRANTLEY GILL

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WILEY C. WILSON, a Notary Public in and for said County and State, the within named LELA VANCE (UNMARRIED) AND CARSON C. GILL AND WIFE, CARRAH BRANTLEY GILL the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And CARRAH BRANTLEY GILL, wife of the said CARSON C. GILL having appeared before me privately and apart from HER husband, the said CARRAH BRANTLEY GILL, 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 1 day of SEPTEMBER, 1932

My commission expires JULY 16, 1934.

(Seal) WILEY C. WILSON

Notary Public.

U.S.R.S. $1.50

RECEIVED SEPTEMBER 1, 1932 AT 12:15 P. M.

90793 MARSHALL & BRUCE CO. NASHVILLE