NUMBER 21836 RECORDED OCT 1,1932 NASH & AM TR CO TO GRANT CURTIS,ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($2,000.00) TWO THOUSAND AND NO/100 DOLLARS of which FIFTY AND NO/100 ($50.00) DOLLARS has been paid in cash by GRANT CURTIS AND WIFE, SARAH W. CURTIS, receipt of which is hereby acknowledged, and for the remainder ($1,950.00) ONE THOUSAND, NINE HUNDRED FIFTY AND NO/100 DOLLARS the said GRANT CURTIS AND WIFE, SARAH W. CURTIS HAVE EXECUTED THEIR NOTE FOR $1,000.00, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF NASHVILLE AND AMERICAN TRUST COMPANY, AND DUE OCTOBER 1,1936, WITH INTEREST AT THE RATE OF SIX PERCENT PER ANNUM,PAYABLE SEMI-ANNUALLY, AND SECURED BY A DEED OF TRUST TO E.E.MURREY,TRUSTEE, WHICH IS HEREBY ~~XXX~~ DECLARED TO BE A FIRST AND PRIOR LIEN ON THE LAND HEREIN CONVEYED; AND HAVE EXECUTED THEIR 45 PROMISSORY LIEN NOTES, PAYABLE TO ORDER OF NASHVILLE AND AMERICAN TRUST COMPANY, THE FIRST 5 OF SAID NOTES ARE IN THE AMOUNT OF $30.00 EACH, AND THE REMAINING 40 NOTES ARE IN THE AMOUNT OF $20.00 EACH. ALL OF SAID NOTES BEAR INTEREST AT THE RATE OF SIX PERCENT PER ANNUM; INTEREST COMPUTED AND ADDED INTO THE FACE OF EACH NOTE, MAKING THE FIRST $30.00 NOTE IN THE AMOUNT OF $34.75 ,AND EACH SUCCEEDING $30.00 NOTE DECREASING 15¢ UNTIL ALL 5 $30.00 NOTES ARE PAID, THE LAST $30.00 NOTE IS IN THE AMOUNT OF $34.15.THE FIRST $20.00 NOTE IS IN THE AMOU NT OF $24.00, AND EACH SUCCEEDING $20.00 NOTE DECREASES 10¢ UNTIL ALL OF SAID $20.00 NOTES ARE PAID,THE LAST $20.00 NOTE IS IN THE AMOUNT OF $20.10, THE FIRST ONE OF SAID NOTES IS DUE ON OR BEFORE OCTOBER 19,1932 AND THE OTHERS, DUE RESPECTIVELY, ON OR BEFORE THE 19TH.DAY OF EACH CONSECUTIVE MONTH THEREAFTER UNTIL ALL 45 OF SAID NOTES ARE PAID, AND WHICH SERIES OF 45 NOTES ARE AND SHALL BE SECONDARY TO SAID $1,000.00 NOTE ABOVE MENTIONED, OR ANY RENEWAL OR EXTENSION THEREOF.

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 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, have this day bargained and sold, and do hereby transfer and convey, unto the said GRANT CURTIS AND WIFE,SARAH W. CURTIS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE WESTERLY HALF OF LOT NO.54 ON THE PLAN OF TRINITY HEIGHTS,AS OF RECORD IN BOOK 161,PAGE 38, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.
SAID WESTERLY HALF OF LOT NO.54 FRONTS 50 FEET ON THE NORTHERLY SIDE OF PULLEN STREET, AND RUNS BACK BETWEEN PARALLEL LINES,150 FEET TO AN ALLEY.
BEING THE SAME PROPERTY CONVEYED TO NASHVILLE AND AMERICAN TRUST COMPANY, BY DEED FROM E.E.MURREY,TRUSTEE, OF RECORD IN BOOK 913, PAGE 131, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.
TAXES FOR THE YEAR 1932 ON THE ABOVE DESCRIBED PROPERTY, PRORATED AS OF EVEN DATE HEREWITH BY THE GRANTORS AND GRANTEES, AND ASSUMED BY THE GRANTEES.

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 ... day of ..., 1934.
Attest: NASHVILLE TRUST CO.
DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GRANT CURTIS AND WIFE, SARAH W. CURTIS,THEIR 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 SET OUT HEREIN.
NASHVILLE AND AMERICAN TRUST COMPANY,A CORPORATION AS AFORESAID, further covenant and bind ITSELF, ITS heirs and representatives, to warrant and forever defend the title to said real estate to said GRANT CURTIS AND WIFE, SARAH W. CURTIS 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 IT in hand paid WE, the said GRANT CURTIS AND WIFE, SARAH W. CURTIS do hereby transfer and convey unto ~~XXX~~ 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 GRANT CURTIS AND WIFE, SARAH W. CURTIS, 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 GRANT CURTIS AND WIFE, SARAH W. CURTIS, 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 GRANT CURTIS AND WIFE ,SARAH W. CURTIS 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, We, the said NASHVILLE AND AMERICAN TRUST COMPANY, A CORPORATION AS AFORESAID HAS CAUSED ITS CORPORATE NAME 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 GRANT CURTIS AND WIFE, SARAH W. CURTIS and , hereunto set our hands at NASHVILLE, Tennessee, this the 19TH day of SEPTEMBER, 1932.

(SEAL) NASHVILLE & AMERICAN TRUST COMPANY
BY W.W. MCNEILLY, VICE PRESIDENT

ATTEST: K.H. DODSON, SECRETARY

GRANT CURTIS
SARAH W. CURTIS

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, A.T. JONES, a Notary Public in and for said County and State, the within named GRANT CURTIS AND WIFE, SARAH W. CURTIS the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And SARAH W. CURTIS, WIFE, ~~XX~~ of the said GRANT CURTIS having appeared before me privately and apart from HER husband -- , the said SARAH W. CURTIS, 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 26 day of SEPTEMBER, 1932.

My commission expires JULY 10,1934. (Seal) A.T. JONES
Notary Public.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BEFORE ME RUTH FOSTER, 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 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 CORPORATE SEAL OF SAID NASHVILLE AND AMERICAN TRUST COMPANY.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE,TENNESSEE,THIS 28TH DAY OF SEPTEMBER,1932.
(SEAL) RUTH FOSTER, NOTARY PUBLIC
COM.EXPIRES OCT 15,1935.

U.S.R.S. $2.00

REC'D SEPT 30,1932 AT 3:12 P.M.

60795 MARSHALL & BRUCE CO. NASHVILLE