NO. 23703 RECORDED NOV. 29, 1932. W. W. CRANDALL, ET UX TO ALFRED L. FOSTER, ET UX

# INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SEVENTEEN HUNDRED AND FIFTY DOLLARS of which TWELVE HUNDRED AND FIFTY DOLLARS has been paid in ~~cash by~~ OTHER PROPERTY, WHICH IS ACCEPTED AS CASH, , receipt of which is hereby acknowledged, and for the remainder OF FIVE HUNDRED - DOLLARS the said ALFRED L. FOSTER AND WIFE, VINNIE L. FOSTER

HAVE THIS DAY EXECUTED THEIR FIFTY NOTES PAYABLE TO THE ORDER OF W. W. CRANDALL, THE FIRST ONE OF WHICH IS FOR TWELVE & 50/100 DOLLARS, AND DUE JANUARY 1ST, 1933, AND ONE BEING DUE ON THE 1ST DAY OF EACH MONTH THEREAFTER UNTILL ALL HAVE BEEN PAID, BUT EACH SUCCEDING NOTE IS FOR FIVE CENTS LESS THAN THE PRECEDING NOTE, AS THE INTEREST HAS BEEN COMPUTED AND ADDED TO THE FACE OF THE NOTES, AND NONE OF SAID NOTES BEAR INTEREST UNTIL 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, W. W. CRANDALL AND WIFE, CHARLOTTE LEWIS CRANDALL

have this day bargained and sold, and do hereby transfer and convey, unto the said ALFRED L. FOSTER AND WIFE, VINNIE L. FOSTER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTHERLY 100 FEET OF LOT NO. 181, ON THE PLAN OF WEST GROVE SUBDIVISION, AS OF RECORD IN BOOK NO. 421, PAGE 109, REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE.

SAID PART OF LOT NO. 181, BEGINS AT A POINT IN THE WESTERLY MARGIN OF A 50 FEET STREET, 100 FEET NORTHERLY FROM GRAND AVENUE, AND RUNNING THENCE NORTHERLY WITH THE WESTERLY MARGIN OF SAID STREET, 25 FEET TO THE BEGINNING OF A CURVE; THENCE AROUNG SAID CURVE NORTHERLY AND WESTERLY 75 FEET, MORE OR LESS, TO THE END OF SAID CURVE, ON THE SOUTH MARGIN OF PILCHER AVENUE 40 FEET TO THE LINE BETWEEN LOTS 180 AND 181, ON SAID PLAN; THENCE SOUTHWARDLY WITH SAID LINE 100 FEET; THENCE EASTERLY ACROSS SAID LOT, 181 & 70 FEET, MORE OR LESS, TO THE BEGINNING POINT, AND BEING THE SAME PROPERTY CONVEYED TO W. W. CRANDALL BY DEED OF A. L. MOORE TRUSTEE OF RECORD IN BOOK NO. 900, PAGE 175, SAID REGISTERS OFFICE.

SAID PURCHASERS ASSUMES AND AGREES TO PAY THE STATE AND COUNTY 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 ALFRED L. FOSTER AND WIFE, VINNIE L. FOSTER, 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 ALFRED L. FOSTER AND WIFE, VINNIE L. FOSTER, 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 ALFRED L. FOSTER AND WIFE, VINNIE L. FOSTER,

do hereby transfer and convey unto A. L. MOORE, , 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 declare that We are the true and lawful holder(s) 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 1st day of April, 1937

Attest: J. R. Smith DEPUTY REGISTER

Witness Vera Williams

Joseph Bond Assistant Cashier



WE, the said ALFRED L. FOSTER AND WIFE, VINNIE L. FOSTER, 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 $ 1500.00 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 ALFRED L. FOSTER AND WIFE, VINNIE L. FOSTER, 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 ALFRED L. FOSTER AND WIFE, -- 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 A. L. MOORE, 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. W. CRANDALL AND WIFE, CHARLOTTE LEWIS CRANDALL, and ALFRED L. FOSTER AND WIFE, VINNIE L. FOSTER, hereunto set our hands at NASHVILLE, Tennessee, this the 25TH day of NOVEMBER, 1932.

W. W. CRANDALL
MRS. CHARLOTTE LEWIS CRANDALL
ALFRED L. FOSTER
VINNIE L. FOSTER

## ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, VERA WILLIAMS, a Notary Public in and for said County and State, the within named W. W. CRANDALL AND WIFE, CHARLOTTE LEWIS CRANDALL AND ALFRED L. FOSTER AND WIFE, VANNIE L. FOSTER the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And CHARLOTTE LEWIS CRANDALL, AND VINNIE L. FOSTER, wiVES of the said W. W. CRANDALL AND ALFRED L. FOSTER having appeared before me privately and apart from THEIR husband S, the said CHARLOTTE LEWIS CRANDALL AND VINNIE L. FOSTER, 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 25 day of NOV. 1932.

My commission expires MAY 17, 1934.

(Seal) VERA WILLIAMS

U.S.R.S. $2.00.

Notary Public.

RECEIVED NOV. 28, 1932, AT 9:30 A.M.

90793 MARSHALL & BRUCE CO. NASHVILLE