NUMBER 28400 RECORDED MAY 10,1933 STATE MUTUAL BUILDING & L. ASSOCIATION TO E.T.TATUM ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FORTY FIVE HUNDRED ($4500.00) - DOLLARS
of which TWO THOUSAND ($2000.00) DOLLARS has been paid in ~~cash~~ F. TATUM receipt of which is hereby acknowledged, and for the remainder
IN OTHER PROPERTY, BY E.T. TATUM AND WIFE, MALLIE
TWENTY FIVE HUNDRED ($2500.00) - - - - DOLLARS
the said E.T. TATUM AND WIFE, MALLIE F. TATUM HAVE EXECUTED THEIR ONE HUNDRED (100) PROMISSORY NOTES, ALL OF EVEN DATE HEREWITH, FOR THE SUM OF TWENTY FIVE ($25.00) DOLLARS EACH, AND PAYABLE TO THE ORDER OF THE STATE MUTUAL BUILDING AND LOAN ASSOCIATION, THE FIRST NOTE, OR NOTE NO.1, MATURES JUNE 1ST,1933, AND ONE NOTE MATURES ON THE FIRST OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL MATURE.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed

STATE MUTUAL BUILDING AND LOAN ASSOCIATION have this day bargained and sold, and do hereby transfer and convey, unto the said E.T. TATUM AND WIFE, MALLIE F.TATUM heirs and assigns, certain real estate in Davidson County, THE R Tennessee, as follows:

BEING LOTS NOS.34 AND 36 ON THE MAP OF KENNEDY AND GRAVES MONTE VISTA PLAN, AS OF RECORD IN BOOK 421, PAGE 143, R.O.D.C.TENNESSEE.
SAID LOTS NOS. 34 AND 36 FRONT 113.1 FEET EACH ON THE SOUTH SIDE OF ALPINE AVENUE AND RUN BACK BETWEEN PARALLEL LINES FROM THE MIDDLE OF SAID AVENUE 388.5 FEET TO A DEAD LINE, AND IS PART OF THE PROPERTY CONVEYED TO STATE MUTUAL BUILDING AND LOAN ASSOCIATION BY DEED OF RECORD IN BOOK 904 PAGE 618, R.O.D.C.TENNESSEE, BY HERMITAGE BUILDING AND LOAN ASSOCIATION.
THE PURCHASER ASSUMES TAXES FOR THE YEAR 1933.

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 to be. This ____ day of ____ 1941 State Mutual Building & Loan Association By ____ Asst Secretary

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said E.T. TATUM AND WIFE ,MALLIE F. TATUM,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 E.T. TATUM AND WIFE, MALLIE F. TATUM,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 E.T. TATUM AND WIFE MALLIE F. TATUM do hereby transfer and convey unto LOUIS R. LINX , Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE , the said E.T. TATUM AND WIFE, MALLIE F. TATUM , 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 $ 2500.00 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 said 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 therein, the same to bear interest from the date of such payment.

Now, if WE , the said E.T. TATUM AND WIFE, MALLIE F. TATUM , 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 IF 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 the 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 the 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 E.T. TATUM AND WIFE, MALLIE F. TATUM 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 of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing, to be recorded in the Register's Office for DAVIDSON County, Tennessee, and the title herein conveyed to LOUIS R. LINX 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 or settlement in relation to his trusteeship.

In Witness Whereof, We, the said E.T. TATUM AND WIFE, MALLIE F. TATUM

and STATE MUTUAL BUILDING AND LOAN ASSOCIATION , hereunto set our hands at NASHVILLE , Tennessee, this the 8 day of MAY , 193 3.

ATTEST: A.J. LINX SECRETARY.

(SEAL) STATE MUTUAL BUILDING & LOAN ASSOCIATION BY HARRY A. LUCK PRESIDENT

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOE W. RIVES , a Notary Public in and for said County and State, the within named E.T. TATUM ANDWIFE , MALLIE F. TATUM the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MALLIE F. TATUM, WIFE of the said E.T. TATUM having appeared before me privately and apart from THEIR husband , the said MALLIE F. TATUM , 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 8 day of MAY , 193 3.

My commission expires APRIL 9,1935 (Seal) JOE W. RIVES Notary Public.

STATE OF TENNESSEE
DAVIDSON COUNTY
BEFORE ME, JOE W. RIVES, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED HARRY A. LUCK ,WITH WHOM I AM PERSONALLYY ACQUAINTED , AND WHO, UPON OATH ACKNOWLEDGED HIMSELF TO BE PRESIDENT OF THE STATE MUTUAL BUILDING AND LOAN ASSOCIATION,THE WITHIN NAMED BARGAINOR, A CORPORATION,AND THAT HE AS SUCH PRESIDENT, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS PRESIDENT.
WITNESS MY HAND AND SEAL ,AT OFFICE IN NASHVILLE,THIS 8 DAY OF MAY,1933.
(SEAL) JOE W. RIVES, NOTARY PUBLIC
COM.EXPIRES 4/9/35

U.S.R.S. ~~$5.00~~ 4.50
REC'D MAY 9, 1933 AT 1:30 P.M.

95833 MARSHALL & BRUCE CO. NASHVILLE