NUMBER 32751 RECORDED SEPT 19,1933 A.G. DENTON,ET UX TO W.W.STARKEY ,ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SIXTEEN HUNDRED AND NO/100 ($1600.00) DOLLARS
of which ONE HUNDRED AND NO/100 ($100.00) DOLLARS has been paid in cash by
W.W. STARKEY AND WIFE, SUSIE M.STARKEY , receipt of which is hereby acknowledged, and for the remainder
FIFTEEN HUNDRED AND NO/100 ($1500.00) DOLLARS
the said W.W.STARKEY AND WIFE, SUSIE M.STARKEY HAVE EXECUTED THEIR 58 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF A.G. DENTON, 57 OF SAID NOTES ARE IN THE SUM OF $24.00 EACH BUT THE INTEREST HAS BEEN COMPUTED, AVERAGED AND ADDED TO THE FACE OF THE NOTES MAKING THE FIRST NOTE AMOUNT TO $31.00, THE NOTES OF SERIES DECREASING AT THE RATE OF 12 CENTS EACH, THE LAST OR 58TH.NOTE OF THE SERIES IS FOR $32.00 AND WITH THE INTEREST ADDED AMOUNTS TO $32.16. THE FIRST OF THESE NOTES FALLS DUE ON OR BEFORE NOVEMBER 1,1933, AND ONE ON THE FIRST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID. THIS SERIES OF NOTES TOTALS $1400.00 AND FOR THE ADDITIONAL $100.00 THE SAID W.W. STARKEY AND WIFE, SUSIE M.STARKEY, HAVE EXECUTED THEIR JOINT PROMISSORY NOTE OF EVEN DATE IN THE SUM OF $100.00 AND PAYABLE TO THE ORDER OF A.G.DENTON ON OR BEFORE FEBRUARY 1, 1934. THIS $100.00- NOTE BEARS INTEREST FROM OCTOBER 1,1933 AT 6%.

all of said notes bearing six per cent interest from date, and providing for payment OF MATURITY 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 A.G. DENTON AND WIFE, LURA A. DENTON have this day bargained and sold, and do hereby transfer and convey, unto the said W.W. STARKEY AND WIFE, SUSIE M. STARKEY,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE WESTERLY 50 FEET OF PARTS OF LOTS 4,5, AND 6 ON THE PLAN OF THE RE-SUBDIVISION OF THE NORTH HALF OF BLOCK NO.12 SYLVAN PARK PLAN, AS OF RECORD IN BOOK#382 PAGE 61, R.O. D.C.,TENN.
SAID WESTERLY 50 FEET OF PARTS OF LOTS 4,5, AND 6 FRONTS 50 FEET ON THE SOUTH SIDE OF UTAH AVENUE, FORMERLY SEVENTH ST., AND RUNS BACK BETWEEN PARALLEL LINES WITH THE EASTERLY MARGIN OF A 10-FOOT ALLEY 160 FEET TO AN ALLEY IN THE REAR, BEING A PART OF THE SAME PROPERTY CONVEYED TO A.G.DENTON AND WIFE, LURA A. DENTON,BY DEEDS OF W.E. VINSON AND WIFE, JOE ELLEN VINSON, DATED JUN 1,1919 AND RECORDED IN BOOK 522, PAGE 381, AND IN BOOK 522 , PAGE 172, R..O.D.C.TENNESSEE, TO WHICH REFERENCE IS HERE MADE.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the same in full. This ... day of ... 1937

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W.W.STARKEY AND WIFE, SUSIE M.STARKEY,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 W.W.STARKEY AND WIFE, SUSIE M.STARKEY,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 W.W. STARKEY AND WIFE, SUSIE M.STARKEY do hereby transfer and convey unto H.J.LOVELACE , 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 W.W. STARKEY AND WIFE, SUSIE M.STARKEY , 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 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 W.W.STARKEY AND WIFE, SUSIE M.STARKEY , 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,OR 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 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 W.W. STARKEY AND WIFE, SUSIE M.STARKEY,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 an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to H.J.LOVELACE 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 A.G. DENTON AND WIFE, LURA A. DENTON and W.W. STARKEY AND WIFE, SUSIE M.STARKEY , hereunto set our hands at NASHVILLE , Tennessee, this the 9TH day of SEPTEMBER , 1933.

A.G. DENTON
LURA A. DENTON
W.W. STARKEY
SUSIE M.STARKEY

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, F.R. PEGRAM , a Notary Public in and for said County and State, the within named A.G. DENTON AND WIFE, LURA A. DENTON & W.W. STARKEY AND WIFE, SUSIE M. STARKEY the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LURA A. DENTON AND WIFE, SUSIE M.STARKEY,WIVES , of the said A.G. DENTON & W.W.STARKEY having appeared before me privately and apart from THEIR husband S , the said LURA A. DENTON AND SUSIE M. STARKEY , 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 - day of SEPTEMBER , 1933.

My commission expires APRIL 16,1936 (Seal) F.R. PEGRAM
Notary Public.

U.S.R.S. $2.00

REC'D SEPT 18,1933 AT 12:05 P.M.

1296 MARSHALL & BRUCE CO. NASHVILLE