NUMBER 36463 RECORDED JAN 15,1934 A.J. LINX,TRUSTEE TO OLIVE GERTRUDE SMITH

# INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($395.00 THREE HUNDRED NINETY FIVE AND 00/100 DOLLARS of which NINETY EIGHT AND 75/100 ($98.75) DOLLARS has been paid in cash by OLIVE GERTRUDE SMITH, receipt of which is hereby acknowledged, and for the remainder TWO HUNDRED NINETY SIX AND 25/100 ($296.25) DOLLARS the said OLIVE GERTRUDE SMITH,HAVE EXECUTED AND DELIVERED 4 NOTES IN THE SUM OF $74.06 EACH, PAYABLE IN 6-12-18- AND 24 MONTHS AFTER DATE OF THIS DEED, SAID NOTES BEING SIGNED BY THE GRANTEE AND PAYABLE TO ORDER OF A. J. LINX,TRUSTEE.

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's fees, a lien is expressly retained on the land herein conveyed A.J. LINX,TRUSTEE

have this day bargained and sold, and do hereby transfer and convey, unto the said OLIVE GERTRUDE SMITH,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS.29 AND 30 IN BLOCK B ON THE PLAN OF FOREST PARK SUBDIVISION AT MADISON, TENNESSEE, AS THE SAME APPEARS OF RECORD IN BOOK 843, PAGE 44, REGISTER'S OFFICE OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: SAID LOT NO.29 FRONTS 25 FEET ON THE SOUTH SIDE OF OLD HICKORY BOULEVARD AND RUNS BACK SOUTHERLY BETWEEN PARALLEL LINES 150 FEET TO A DEAD LINE. SAID LOT NO.30 FRONTS 49 FEET AND 6 INCHES ON THE SOUTH SIDE OF OLD HICKORY BOULEVARD AND RUNS BACK SOUTHERLY ON ITS WEST LINE 150 FEET AND RUNS BACK SOUTHWESTERLY ON ITS EAST LINE 157 FEET AND MEASURES 6 FEET ON THE SOUTH LINE, AND BEING PART OF THE SAME PROPERTY CONVEYED TO A.J. LINX, TRUSTEE, BY DEED FROM JOSEPH R. WEST, CLERK & MASTER, OF RECORD IN BOOK 881, PAGE 497, REGISTER'S OFFICE OF DAVIDSON COUNTY,TENNESSEE.

H.B. JORDAN, AN UNMARRIED MAN, BEING THE LAWFUL OWNER AND HOLDER OF THE INDEBTEDNESS DESCRIBED AND REFERRED TO IN THE DEED OF TRUST EXECUTED BY A.J. LINX,TRUSTEE, TO H.B. JORDAN,TRUSTEE, OF RECORD IN BOOK 717, PAGE 117, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, JOINS IN THIS CONVEYANCE AND HEREBY RELEASES AND DISCHARGES THE LIEN OF THIS CONVEYANCE ON THE PROPERTY DESCRIBED IN THIS DEED.

I declare that I am the true and lawful holder of the claim secured by the [illegible] recorded, and hereby release the same in full. This [illegible] day of [illegible] 1934.
Witness: [illegible]
A.J. Linx, Trustee

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said OLIVE GERTRUDE SMITH 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. EXCEPT TAXES FOR 1931 WHICH GRANTOR AGREES TO PAY WHEN DUE.

I further covenant and bind MYSELF AND MY SUCCESSORS IN TRUST ~~heirs and representatives~~, to warrant and forever defend the title to said real estate to said OLIVE GERTRUDE SMITH,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 endorcement 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 DEWEY SMITH AND OLIVE GERTRUDE SMITH

do hereby transfer and convey unto LOUIS R. LINX, 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 DEWEY SMITH AND OLIVE GERTRUDE SMITH, 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 $ -- 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 DEWEY SMITH AND OLIVE GERTRUDE SMITH, 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 DEWEY SMITH AND OLIVE GERTRUDE SMITH 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 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 of settlement in relation to his trusteeship.

In Witness Whereof, We, the said A.J. LINX TRUSTEE, H.B. JORDAN

and DEWEY SMITH AND OLIVE GERTRUDE SMITH, hereunto set our hands at NASHVILLE, Tennessee, this the 4TH day of NOVEMBER, 193 1.

A.J. LINX,TRUSTEE
H.B. JORDAN
OLIVE GERTRUDE SMITH
DEWEY A. SMITH

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ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EDWIN E. CARLSON, a Notary Public in and for said County and State, the within named A.J. LINX,TRUSTEE, H.B. JORDAN, DEWEY SMITH AND OLIVE GERTRUDE SMITH the bargainor S with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And OLIVE GERTRUDE SMITH,WIFE of the said DEWEY SMITH having appeared before me privately and apart from HER husband, the said OLIVE GERTRUDE SMITH, 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 -- day of NOVEMBER, 193 1.

My commission expires JAN 23,1933. (Seal) EDWIN E. CARLSON

REC'D JAN 13,1934 AT 10:45 A.M. Notary Public.

1396 MARSHALL & BRUCE CO. NASHVILLE