 NUMBER 37696 RECORDED FEB. 21ST, 1934, UNITED REALTY COMPANY TO A. V. SOUTH ET UX,

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($1,400.00) ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS of which ONE HUNDRED FORTY AND NO/100 ($140.00) DOLLARS has been paid in cash by A. V. SOUTH AND WIFE HALLIE A. SOUTH, receipt of which is hereby acknowledged, and for the remainder ($1,260.00) ONE THOUSAND TWO HUNDRED SIXTY AND NO/100 DOLLARS the said A. V. SOUTH AND WIFE HALLIE A. SOUTH HAVE EXECUTED THEIR NOTE FOR $700.00 OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF NASHVILLE TRUST COMPANY AND DUE JUNE 1ST, 1937 WITH INTEREST AT THE RATE OF SIX PER CENT PER ANNUM, INTEREST PAYABLE SEMI-ANNUALLY, AND SECURED BY A DEED OF TRUST TO E. E. MURREY, TRUSTEE WHICH IS HEREBY DECLARED TO BE A FIRST AND PRIOR LIEN ON THE LAND HEREIN CONVEYED AND FOR THE BALANCE OF $560.00 THE SAID A. V. SOUTH AND WIFE HALLIE A. SOUTH, HAVE EXECUTED THEIR ONE PROMISSORY NOTE, BEARING EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF UNITED REALTY COMPANY IN THIRTY EIGHT (38) MONTHLY INSTALLMENTS, THE FIRST THIRTY SEVEN (37) OF SAID INSTALLMENTS IN THE AMOUNT OF $15.00 EACH AND THE LAST OR 38TH INSTALLMENT IN THE AMOUNT OF $5.00 THE FIRST OF SAID INSTALLMENTS IS DUE ON MARCH 26TH, 1934, AND THE OTHERS DUE MONTHLY THEREAFTER RESPECTIVELY AND WHICH PROMISSORY NOTE IS AND SHALL BE SECONDARY TO SAID $700.00 NOTE ABOVE MENTIONED, OR ANY RENEWAL OR EXTENSION THEREOF.

$560.00 NOTE INTEREST PAYABLE MONTHLY

~~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 UNITED REALTY COMPANY A CORPORATION ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF 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 A. V. SOUTH AND WIFE HALLIE A. SOUTH ~~Hae~~ THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 5 ON THE PLAN OF WEST GROVE SUBDIVISION AS OF RECORD IN BOOK 421, PAGE 85, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO. 5 FRONTS 67½ FEET ON THE NORTHERLY SIDE OF THE MURPHY ROAD AND RUNS BACK BETWEEN PARALLEL LINES WITH THE WESTERLY MARGIN OF 37TH AVENUE NORTH 164.4 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO UNITED REALTY COMPANY BY DEED FROM V. I. WITHERSPOON, TRUSTEE OF RECORD IN BOOK 923, PAGE 775, REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE.

TAXES FOR THE YEAR 1934, ON THE HEREIN DESCRIBED PROPERTY PRO RATED AS OF EVEN DATE HEREWITH AND ASSUMED BY THE GRANTEES

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said A. V. SOUTH AND WIFE HALLIE A. SOUTH THEIR heirs and assigns, forever, UNITED REALTY 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

UNITED REALTY COMPANY A CORPORATION AS AFORESAID further covenants and binds ITSELF, ITS ~~Successors~~ heirs and representatives, to warrant and forever defend the title to said real estate to said claims of persons. A. V. SOUTH AND WIFE HALLIE A. SOUTH THEIR heirs and assigns, against the lawful

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 A. V. SOUTH AND WIFE HALLIE A. SOUTH

do hereby transfer and convey unto 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 A. V. SOUTH AND WIFE HALLIE A. SOUTH, 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 $ 1,260.00 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 A. V. SOUTH AND WIFE HALLIE A. SOUTH, 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 THREE PAYMENTS ON ~~the~~ 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.

THREE PAYMENTS ON

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 A. V. SOUTH AND WIFE HALLIE A. SOUTH 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 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~~ UNITED REALTY COMPANY A CORPORATION AS AFORESAID HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICER AND ITS CORPORATE SEAL TO BE AFFIXED ON THIS 17TH DAY OF FEBRUARY 1934.

and WE, THE SAID A. V. SOUTH AND WIFE HALLIE A. SOUTH, hereunto set our hands at NASHVILLE, Tennessee, this the 17TH day of FEBRUARY, 1934.

(SEAL) UNITED REALTY COMPANY
BY W. W. MCNEILLY VICE PRESIDENT

ATTEST:
M. S. WEBB
SECRETARY

A. V. SOUTH
HALLIE A. SOUTH

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RUTH FOSTER, a Notary Public in and for said County and State, the within named A.V. SOUTH AND WIFE HALLIE A. SOUTH the bargainor, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And HALLIE A. SOUTH WIFE of the said A. V. SOUTH having appeared before me privately and apart from HER husband, the said HALLIE A. SOUTH, 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 17TH day of FEBRUARY, 1934

My commission expires OCT. 15, 1935
U.S.R.S $1.50

(Seal) RUTH FOSTER
Notary Public.

STATE OF TENNESSEE
DAVIDSON COUNTY,

PERSONALLY APPEARED BEFORE ME RUTH FOSTER A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID PERSONALLY APPEARED W. W. MCNEILLY WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO, UPON OATH ACKNOWLEDGED HIMSELF TO BE THE VICE PRESIDENT OF THE UNITED REALTY COMPANY THE WITHIN NAMED BARGAINOR A CORPORATION AND THAT HE AS SUCH VICE 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 VICE PRESIDENT AND ALSO PERSONALLY APPEARED M. S. WEBB WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED HIMSELF TO BE SECRETARY OF THE WITHIN NAMED BARGAINOR A CORPORATION AND THAT HE AS SUCH SECRETARY BEING AUTHORIZED SO TO DO AFFIXED THE SEAL OF THE SAID CORPORATION TO THE FOREGOING INSTRUMENT TO EXECUTE THE SAME FOR THE PURPOSE THEREIN CONTAINED AND THAT HE ATTESTED THE SAME AS SUCH OFFICER OF SAID CORPORATION AND THAT THE SEAL THERETO AFFIXED IS THE GENUINE SEAL OF SAID CORPORATION. WITNESS MY HAND AND SEAL AT OFFICE IN NASHVILLE DAVIDSON COUNTY, TENNESSEE THIS THE 19TH DAY OF FEBRUARY 1934.

(SEAL) RUTH FOSTER, NOTARY PUBLIC

1305 MARSHALL & BRUCE CO. NASHVILLE

MY COMMISSION EXPIRES OCT. 15TH, 1935
U.S.R.S $1.50
RECD FEB. 20TH, 1934 AT 3:06 P.M.