NUMBER 39941 RECORDED APRIL 26,1934 CHAS. EGGSTEIN TO CLIFFORD TOWNS, ET AL

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY-FIVE HUNDRED ($2500.00) - - DOLLARS
of which FIVE HUNDRED ($500.00) DOLLARS has been paid in cash by
CLIFFORD TOWNS AND LANGS TOWNS , receipt of which is hereby acknowledged, and for the remainder
TWO THOUSAND ($2000.00) DOLLARS
the said CLIFFORD TOWNS AND LANGS TOWNS HAVE EXECUTED THEIR FIVE JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, EACH FOR THE SUM OF $400.00, AND ONE OF SAID NOTES FAILS DUE ON THE 25TH DAY OF APRIL,1935, ONE ON THE 25TH DAY OF APRIL,1936, ONE ON THE 25TH DAY OF APRIL, 1937, ONE ON THE 25TH DAY OF APRIL,1938, AND ONE ON THE 25TH DAY OF APRIL,1939, ALL PAYABLE TO THE ORDER OF CHAS. EGGSTEIN, ON OR BEFORE THEIR RESPECTIVE DUE DATES. PURCHASERS ASSUME AND AGREE TO PAY TAXES ON THE WITHIN DESCRIBED PROPERTY FOR THE YEAR 1934. INTEREST ON THE ENTIRE UNPAID PRINCIPLE SUM AT 6%, BEING PAYABLE ANNUALLY, FOR WHICH FIVE SEPARATE INTEREST NOTES HAVE BEEN EXECUTED.

all of said notes ~~herein secured~~ 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

I, CHAS. EGGSTEIN, A SINGLE MAN,
have this day bargained and sold, and do hereby transfer and convey, unto the said CLIFFORD TOWNS AND LANGS TOWNS, heirs and assigns, certain real estate in Davidson County, THEIR
Tennessee, as follows:

BEING SITUATED IN THE FOURTEENTH CIVIL DISTRICT OF SAID COUNTY, BEGINNING AT A POINT IN THE CENTER OF COUNTY ROADBAND GILBERT REASONERS' LINE, NORTH 89, WEST 34 POLES, TO A STAKE WITH POPLAR POINTERS IN MARY COLEMAN'S LINE, 47.68 POLES TO A STAKE WITH WHITE OAK POINTERS; THENCE NORTH 87 WEST 65¾ POLES TO A POPLAR, THENCE SOUTH ONE-HALF WEST 137¾ POLES TO A STAKE WITH HICKORY POINTERS, ON NORTH SIDE OF COUNTY ROAD, THENCE WITH SAID COUNTY ROAD, 66 EAST 20 POLES, TO A POINT IN CENTER OF SAID ROAD, THENCE WITH CENTER OF SAID ROAD, NORTH 7¾ EAST 24 POLES, THENCE 78¾ EAST 18-7/10 POLES, THENCE SOUTH 85 EAST 7-3/10 POLES, THENCE NORTH 83½ EAST 15¾ POLES, THENCE NORTH 53½ EAST 6-3/10 POLES TO A STAKE IN CENTER OF SAID ROAD OPPOSITE RED OAK POINTERS, THENCE NORTH 28¼ EAST 18 POLES, THENCE NORTH 27½ EAST 8½ POLES, THENCE NORTH 35¾ EAST 18-8/10 POLES, THENCE NORTH 82 EAST 28-2/10 POLES TO A POINT IN THE CENTER OF SAID ROAD, THENCE THROUGH A FIELD NORTH 4¼ EAST 19½ POLES, TO CENTER OF SAID ROAD, THENCE WITH SAID ROAD NORTH 33¾ WEST 26-2/10 POLES, THENCE NORTH 26¼ WEST 27 POLES, THENCE NORTH 18¼ WEST 18-7/10 POLES, THENCE NORTH 29½ EAST 13-6/10 POLES TO THE BEGINNING, CONTAINING 94.75 ACRES, INCLUDING GRAVEYARD OF ONE-HALF ACRES, WHICH IS HEREBY RESERVED AND IS NOT CONVEYED, BEING THE SAME PROPERTY CONVEYED TO GRANTOR BY ELVIN WOODROOF AND WIFE, BY DEED RECORDED IN BOOK 928, PAGE 496, R.O.D.C.TENN.

Filed for Record in Davidson County, Tenn. this 26 day of April 1934
Chas. Eggstein

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CLIFFORD TOWNS AND LANGS TOWNS, THEIR 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 the 1934 taxes

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said CLIFFORD TOWNS AND LANGS TOWNS, 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 CLIFFORD TOWNS AND LANGS TOWNS, BOTH SINGLE MEN, do hereby transfer and convey unto ELVIN WOODROOF, 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 CLIFFORD TOWNS AND LANGS TOWNS, 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 $ THREE HUNDRED DOLLARS ($300.00) 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 CLIFFORD TOWNS AND LANGS TOWNS, 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 SIX MONTHS AFTER 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 CLIFFORD TOWNS AND LANGS TOWNS, 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 ELVIN WOODROOF 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 CHAS. EGGSTEIN
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and CLIFFORD TOWNS AND LANGS TOWNS, hereunto set our hands
at NASHVILLE, Tennessee, this the 25TH day of APRIL, 193 4.

CHAS. EGGSTEIN
CLIFFORD TOWNS
LANGS TOWNS

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, AMNAH B. DEWS, a Notary Public in and for said County and State, the within named CHAS. EGGSTEIN, CLIFFORD TOWNS AND LANGS TOWNS, ALL SINGLE MEN, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And --- ---, of the said
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having appeared before me privately and apart from husband, the said
------, acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 25TH day of APRIL, 193 4.

My commission expires JULY 8,1936 (Seal) AMNAH B. DEWS
Notary Public.

U.S R.S. $2.50
REC'D APRIL 25,1934 AT 11:47 A.M.

1396 MARSHALL & BRUCE CO. NASHVILLE