35 NUMBER 40217 RECORDED MAY 3RD, 1934, LOUIS/E JERNIGAN ET VIR, TO W. T. BAUCOM ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($1450.00) ONE THOUSAND FOUR HUNDRED FIFTY ($1450.00) DOLLARS
of which ONE HUNDRED FIFTY ($150.00) DOLLARS has been paid in cash by
W. T. BAUCOM AND WIFE EULA E. BAUCOM, , receipt of which is hereby acknowledged, and for the remainder
ONE THOUSAND THREE HUNDRED ($1300.00) DOLLARS
the said W. T. BAUCOM AND WIFE EULA E. BAUCOM HAVE EXECUTED 65 JOINT AND SEVERAL PROMISSORY NOTES OF EVEN DATE HEREWITH FOR $20.00 EACH THE FIRST DUE ON OR BEFORE THE FIRST DAY OF MAY 1934, AND EACH SUCCESSIVE NOTE ON OR BEFORE THE FIRST DAY OF EACH MONTH THEREAFTER. SAID NOTES ARE NOT TO BEAR INTEREST EXCEPT AFTER MATURITY AS THE INTEREST HAS BEEN COMPUTED AND PRORATED MAKING EACH NOTE, BOTH PRINCIPAL AND INTEREST $23.25

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 in full. This 12 day of 1939
Attest: ..... DEPUTY REGISTER

MATURITY
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 I, LOUISE JERNIGAN,

have this day bargained and sold, and do hereby transfer and convey, unto the said W. T. BAUCOM AND WIFE EULA E. BAUCOM THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING THE WESTERLY 40 FEET OF LOT NO. 1 OF BLOCK "K" OF THE HERMITAGE ADDITION TO NASHVILLE AS OF RECORD IN BOOK 57, PAGES 42 AND 43, REGISTER'S OFFICE FOR SAID COUNTY.

SAID PART OF LOT NO. 1 FRONTS 40 FEET ON THE SOUTHERLY SIDE OF THE LEBANON PIKE, OR FILLMORE STREET EXTENDED AND RUNS BACK BETWEEN PARALLEL LINES WITH THE EASTERLY LINE OF KEITH STREET, 154½ FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO LOUISE JERNIGAN BY DEED FROM E. B. RUNDLE, TRUSTEE, OF RECORD IN BOOK 921, PAGE 615, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W. T. BAUCOM AND WIFE EULA E. BAUCOM 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 BY 1934 TAXES WHICH THE GRANTEES HEREBY ASSUME

I, further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said W. T. BAUCOM AND WIFE EULA E. BAUCOM/THEIR heirs and assigns, against the lawful claims of all persons(SEE X BELOW)

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 ME in hand paid BY, the said W. T. BAUCOM AND WIFE EULA E. BAUCOM

do hereby transfer and convey unto D. P. WRENNE, JR., , 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.

(X) AND J. O. JERNIGAN HUSBAND OF LOUISE JERNIGAN JOINS IN THIS INSTRUMENT TO TRANSFER AND CONVEY UNTO THE SAID W. T. BAUCOM AND WIFE EULA E. BAUCOM ANY AND ALL RIGHT, TITLE AND INTEREST THAT HE MAY HAVE IN AND TO THE ABOVE DESCRIBED PROPERTY BY VIRTUE OF BEING THE HUSBAND OF THE SAID LOUISE JERNIGAN

WE, the said W. T. BAUCOM AND WIFE EULA E. BAUCOM, , 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 $ 1000. AND TORNADO $1000. 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. T. BAUCOM AND WIFE EULA E. BAUCOM , 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 WITHIN 60 DAYS AFTER ~~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 outcery, 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. T. BAUCOM AND WIFE EULA E. BAUCOM 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 D.P. WRENNE, JR., 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 LOUISE JERNIGAN AND HUSBAND J. O. JERNIGAN

and W. T. BAUCOM AND WIFE EULA E. BAUCOM , hereunto set our hands
at NASHVILLE, , Tennessee, this the 2 day of APRIL , 193 4.

LOUISE JERNIGAN
J.O. JERNIGAN
W. T. BAUCOM
EULA E. BAUCOM

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.L. WRENNE, , a Notary Public in and for said County and State, the within named LOUISE JERNIGAN AND HUSBAND J. O. JERNIGAN AND W. T. BAUCOM AND WIFE EULA E. BAUCOM the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LOUISE JERNIGAN AND EULA E. BAUCOM WIVES, of the said J.O. JERNIGAN AND W. T. BAUCOM having appeared before me privately and apart from THEIR husband S, the said LOUISE JERNIGAN AND EULA E. BAUCOM, 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 2ND, day of MAY , 193 4

My commission expires JANY. 8, 1936

(Seal) J.L. WRENNE,
Notary Public.

U.S.R.S $1.50
RECD MAY 2ND,1934 AT 3:01 P.M.

7405 MARSHALL & BRUCE CO. NASHVILLE