44 NUMBER 40355 RECORDED MAY 8TH, 1934, BANKERS SECURITIES TRUST COMPANY TO GARFIELD, SOUTHALL ET UX.

INSTALLMENT DEED

($1350.00)

FOR AND IN CONSIDERATION of the sum of ONE THOU SAND THREE HUNDRED AND FIFTY AND NO/100/ DOLLARS of which ONE HUNDRED AND NO/100 ($100.00) DOLLARS has been paid in cash by GARFIELD SOUTHALL AND ANNIE M. SOUTHALL, receipt of which is hereby acknowledged, and for the remainder OF ONE THOUSAND TWO HUNDRED AND FIFTY AND NO/100(1250.00) DOLLARS the said GARFIELD SOUTHALL AND ANNIE M. SOUTHALL HAVE EXECUTED AND DELIVERED THEIR ONE HUNDRED AND TWENTY FIVE JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH FOR THE SUM OF $10.00 EACH, PAYABLE MONTHLY TO THE ORDER OF BANKERS SECURITIES TRUST COMPANY. THE FIRST ONE OF SAID NOTES FALLS DUE ON OR BEFORE THE 2ND, DAY OF JUNE 1934, AND ONE ON OR BEFORE THE 2ND DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID.

COUNTY OF DAVIDSON
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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 BANKERS SECURITIES TRUST COMPANY, A TENNESSEE CORPORATION BY ITS PRESIDENT, J.B.HENDERSON, AND SECRETARY A. L. DIETRICK RESPECTIVELY have this day bargained and sold, and do hereby transfer and convey, unto the said GARFIELD SOUTHALL AND WIFE ANNIE M. SOUTHALL THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOTS NOS. 32, 33 AND 34 ON THE PLAN OF H. N. MYER'S SUBDIVISION, AS OF RECORD IN BOOK 21, PAGE 48, REGISTER'S OFFICE FOR SAID COUNTY. SAID LOTS NOS. 32, 33 AND 34 FRONT TOGETHER 175 FEET ON THE WESTERLY SIDE OF FOURTEENTH AVENUE NORTH, FORMERLY NANCE STREET, AND RUN BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY, LOT NO. 32, RUNNING BACK WITH THE NORTHERLY MARGIN OF AN ALLEY AND LOT NO. 34 RUNNING BACK WITH THE SOUTHERLY MARGIN OF KELLOW STREET, AND BEING THE SAME PROPERTY CONVEYED TO BANKERS SECURITIES TRUST COMPANY BY DEED FROM DICK LINDSEY COUNTY COURT CLERK, OF RECORD IN BOOK 931, PAGE 1, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GARFIELD SOUTHALL AND WIFE ANNIE M. SOUTHALL 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, EXCEPT TAXES FOR YEAR 1934, WHICH ARE ASSUMED BY THE SAID GARFIELD AND ANNIE M. SOUTHALL.

WE further covenant and bind ITS SUCCESSOR OR REPRESENTATIVES TO WARRANT AND BANKERS SECURITIES TRUST COMPANY ~~their and representatives to warrant and~~ forever defend the title to said real estate to said GARFIELD SOUTHALL AND ANNIE M. SOUTHALL 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 GARFIELD SOUTHALL AND WIFE ANNIE M. SOUTHALL

do hereby transfer and convey unto M. D. JOHNSON, 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 GARFIELD SOUTHALL AND WIFE ANNIE M. SOUTHALL, 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 $ 1000.00 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 GARFIELD SOTHALL AND WIFE ANNIE M.SOUTHALL, 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 GARFIELD SOUTHALL AND WIFE ANNIE M. SOUTHALL, 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 M. D. JOHNSON 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 BANKERS SECURITIES TRUST COMPANY A TENNESSEE CORPORATION BY ITS PRESIDENT J. B. HENDERSON AND SECRETARY A. L. DIETRICH WITH SEAL

and GARFIELD SOUTHALL AND ANNIE M. SOUTHALL, hereunto set our hands at NASHVILLE, Tennessee, this the 2ND day of MAY, 1934.

(SEAL)

BANKERS SECURITIES TRUST CO.
BY J.B.HENDERSON, PRESIDENT
GARFIELD SOUTHALL
ANNIE M. SOUTHALL

ATTEST:
A.L. DIETRICH
SECRETARY.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY

Personally appeared before me, S. L. WRIGHT, a Notary Public in and for said County and State, the within named GARFIELD, SOUTHALL AND ANNIE M. SOUTHALL the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ANNIE M. SOUTHALL WIFE of the said GARFIELD SOUTHALL having appeared before me privately and apart from HER husband, the said ANNIE M.SOUTHALL, 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 2ND day of MAY, 1934

My commission expires APR. 4, 1938

(Seal) S.L. WRIGHT,
Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME FLETCHER HOOVER, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, J.B. HENDERSON AND A. L. DIETRICH, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY RESPECTIVELY OF THE BANKERS SECURITIES TRUST COMPANY THE BARGAINOR A TENNESSEE CORPORATION AND BEING AUTHORIZED TO DO SO, EXECUTED THE ATTACHED INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY J.B. HENDERSON AS PRESIDENT AND ATTESTING SAME BY A. L. DIETRICH AS SECRETARY WITH THE SEAL OF THE CORPORATION.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS THE 2ND, DAY OF MAY 1934.

(SEAL) FLETCHER, HOOVER,
NOTARY PUBLIC

MY COMMISSION EXPIRES OCT. 5, 1937.

7405 MARSHALL & BRUCE CO. REV.S $1.50

REC'D MAY 7TH, 1934 AT 10;37 A. M.