 NUMBER $3125 RECORDED JULY 6TH, 1934, A. C. WAKEFIELD ET UX, TO LESTER CANNADY ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $2,800.00 TWO THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS of which ONE HUNDRED ($100.00) AND NO/100 DOLLARS has been paid in cash by LESTER CANNADY AND WIFE MAE CANNADY, receipt of which is hereby acknowledged, and for the remainder $2,700.00 TWO THOUSAND SEVEN HUNDRED AND NO/100..... DOLLARS the said LESTER CANNADY AND WIFE MAE CANNADY HAVE EXECUTED THEIR ONE HUNDRED FORTY ONE (141) JOINT PROMISSORY NOTES DATED OCT. 1ST, 1933 OF WHICH ONE HUNDRED FORTY (140) OF SAID NOTES ARE EACH IN THE SUM OF TWENTY FIVE ($25.00) DOLLARS ONE THE LAST NOTE IN THE SUM OF TWO AND 81/100 ($2.81) DOLLARS SAID NOTES DO NOT BEAR INTEREST ONLY AFTER MATURITY FOR INTEREST WAS CALCULATED ON THE SUM OF ($2700.00) DOLLARS OR THE UNPAID BALANCE AND NOTES FOR THE SAID INTEREST HEREIN MADE, THE FIRST ONE (1) OF SAID NOTES DUE AND PAYABLE ON NOVE. 1ST, 1933, AND ONE OTHER NOTE ON OR BEFORE THE FIRST DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL OF SAID NOTES BECOME DUE AND PAYABLE ALL DUE AND PAYABLE TO A. C. WAKEFILED AND WIFE ANNIE MAI WAKEFIELD OR ORDER.

all of said notes bearing six per cent interest from ~~date~~ MATURITY, 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 WE. A. C. WAKEFIELD AND WIFE ANNIE MAI WAKEFIELD have this day bargained and sold, and do hereby transfer and convey, unto the said LESTER CANNADY AND WIFE MAE CANNADY THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING PART OF LOT NO. 355 ON MAP OF RICHLAND REALTY COMPANY'S WEST LAWN SUBDIVISION AS OF RECORD IN BOOK NO. 421, PAGE 32, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE SAID PART OF LOT NO. 355 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH SIDE OF MINNESOTA AVENUE OR MURPHY ROAD, AND SAID POINT BEING ON THE LINE BETWEEN LOT NO. 354, AND LOT NO. 355 IN SAID SUBDIVISION; THENCE EASTERLY AND WITH THE SOUTH MARGIN OF SAID MINNESOTA AVENUE OR MURPHY ROAD 100 FEET TO A POINT THENCE SOUTHERLY AND RARALLEL WITH THE LINE BETWEEN SAID LOTS AS AFORESAID 160 FEET TO A DEAD LINE OR THE NORTH LINE OF A SMALL LOT CONVEYED TO WALTER EUGENE BAXENDALE AND WIFE OLLIE HILL BAXENDALE BY A. C. WAKEFIELD, AND WIFE ANNIE MAI WAKEFIELD, SEE DEED OF RECORD IN BOOK NO. __ PAGE __ OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE ; THENCE WITH SAID DEAD LINE OR SAID BAXENDALE'S NORTH LINE AND WESTERLY AND CONTINOULSY TO THE EAST LINE OF LOT NO. 354, IN SAID SUBDIVISION BEING 100FEET MORE OR LESS THENCE WITH SAID LINE AND NORTH 160 FEET MORE OR LESS TO THE PLACE OF BEGINNING AND BEING PART OF THE SAME PROPERTY CONVEYED TO GRANTORS HEREOF SEE DEED OF RECORD IN BOOK NO. 689 PAGE 531, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

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 same in full. This 7th day of July 1934
Amount $ ____
Davidson County Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LESTER CANNADY AND WIFE MAE CANNADY THEIR heirs and assigns, WE covenant that WE ARE forever, lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said LESTER CANNADY AND WIFE MAE CANNADY 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 LESTER CANNADY AND WIFE MAE CANNADY do hereby transfer and convey unto BRUCE WAKEFIELD, 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 LESTER CANNADY AND WIFE MAE CANNADY, 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 $ 2300.00 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 LESTER CANNADY AND WIFE MAE CANNADY, 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, IF 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 LESTER CANNADY AND WIFE MAE CANNADY 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 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. C. WAKEFIELD AND WIFE ANNIE MAI WAKEFIELD, and LESTER CANNADY AND WIFE MAI CANNADY at NASHVILLE, Tennessee, this the -- day of SEPT. , 1933, hereunto set our hands.

A. C. WAKEFIELD,
ANNIE MAI WAKEFIELD,
LESTER CANNADY
MAE CANNADY

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRED K. JONES, a Notary Public in and for said County and State, the within named A.C. WAKELFIELD AND WIFE ANNIE MAI WAKEFIELD, AND LESTER CANNADY AND WIFE MAE CANNADY 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 MAI WAKEFIELD AND MAE CANNADY WIVES, of the said A. C. WAKEFIELD AND LESTER CANNADY having appeared before me privately and apart from THEIR husband S, the said ANNIE MAI WAKEFIELD AND MAE CANNADY, 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 25TH day of SEPT. , 1933

My commission expires OCT. 15TH, 1935

(Seal) FRED K. JONES,
Notary Public.

U.S.R.S $3.00

REC'D JULY 5TH, 1934 AT 11; 20 A. M.

7405 MARSHALL & BRUCE CO. NASHVILLE