NUMBER 46159 RECORDED SEPT 8,1934 MINNIE IRWIN HOOPER, ET AL TO ROY L.JONES,ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND TWO HUNDRED AND FIFTY DOLLARS of which ONE HUNDRED DOLLARS has been paid in cash by ROY L.JONES, receipt of which is hereby acknowledged, and for the remainder FIVE THOUSAND ONE HUNDRED AND FIFTY DOLLARS the said ROY L. JONES AND WIFE ANNE LEE JONES, HAVE AGREED TO ASSUME A MORTGAGE OR DEED OF TRUST OF TWO THOUSAND AND FIVE HUNDRED DOLLARS, WITH THE MORTGAGE LOAN & TRUST COMPANY, SAME BEING OF RECORD IN BOOK ~~932~~, PAGE ~~234~~, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY,TENNESSEE, FOR A PERIOD OF THREE YEARS DATED JUNE 18,1934; AND IN ADDITION THERETO PAY SIXTY (60) MONTHLY NOTES OF TWENTY-FIVE DOLLARS ($25.00) EACH, WITH INTEREST, FIRST OF SAID SERIES OF SIXTY NOTES TO BE DUE AND PAYABLE OCTOBER 1ST,1934, AND ONE NOTE ON THE FIRST OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID; ALSO ONE NOTE OF FIFTY DOLLARS ($50.00), DATED SEPTEMBER 1,1934 AND DUE OCTOBER20TH 1934; FOUR NOTES OF ONE HUNDRED DOLLARS ($100.00) EACH, DUE RESPECTIVELY JANUARY 20,1935, APRIL 20, 1935, JULY 20,1935 AND OCTOBER 20, 1935, SAID FOUR NOTES BEARING DATE SEPTEMBER 1,1934; FOURTEEN NOTES OF FIFTY DOLLARS ($50.00) EACH, THE FIRST OF SAID SERIES OF 14 NOTES BEING DUE AND PAYABLE JANUARY 20,1935, AND ONE NOTE QUARTERLY THEREAFTER UNTIL ALL ARE PAID THE ABOVE NOTES TO BEAR 6% INTEREST.

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

MINNIE IRWIN HOOPER AND HUSBAND MARION E. HOOPER have this day bargained and sold, and do hereby transfer and convey, unto the said ROY L. JONES AND WIFE ANNE LEE JONES, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY,TENNESSEE, BEING LOT NO.118 ON THE MAP OF THE BRANSFORD REALTY COMPANY'S SUBDIVISION.OF THE EDGAR JONES HOME PLACE, AS OF RECORD IN BOOK 421, PAGE 7, REGISTER'S OFFICE FOR SAID COUNTY.SAID LOT NO.118 FRONTS 60 FEET ON THE SOUTHERLY SIDE OF ESSEX AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 165 FEET TO AN ALLEY. BEING THE SAME PROPERTY CONVEYED TO MINNIE IRWIN HOOPER, BY DEED FROM GEORGE P. JECK, OF RECORD IN 932 PAGE 234, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ROY L. JONES AND WIFE, ANNE LEE JONES 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 BY SAID MORTGAGE OR DEED OF TRUST HEREINABOVE MENTIONED IN THE AMOUNT $2500.00.

WE further covenant and bind OURSELVES,OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ROY L. JONES AND WIFE ANNE LEE JONES 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 --, the said ROY L.JONES AND WIFE, ANNE LEE JONES

do hereby transfer and convey unto J.M. WHITSITT, 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 ROY L. JONES AND WIFE ANNIE LEE JONES, 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 $ 3500.00 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 ROY L. JONES AND WIFE ANNE LEE JONES, 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 ROY L..JONES AND WIFE ANNE LEE JONES,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 J.M.WHITSITT 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 MINNIE IRWIN HOOPER AND HUSBAND MARION E. HOOPER

and ROY L. JONES AND WIFE, ANNIE LEE JONES, hereunto set our hands at NASHVILLE, Tennessee, this the 30TH day of AUGUST, 1934.

MINNIE IRWIN HOOPER
M.E. HOOPER
ROY L. JONES
ANNE LEE STARK JONES

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EVELYN STARK, a Notary Public in and for said County and State, the within named MARION E. HOOPER AND WIFE MINNIE IRWIN HOOPER, ROY L. JONES AND WIFE ANNIE LEE JONES the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MINNIE IRWIN HOOPER AND ANNE LEE JONES W,IVES of the said MARION E. HOOPER AND ROY L. JONES having appeared before me privately and apart from THEIR husband S, the said MINNIE IRWIN HOOPER AND ANNE LEE JONES, 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 6TH day of SEPTEMBER, 1934.

My commission expires JAN 7,1937 (Seal) EVELYN STARK
Notary Public.

U.S.R.S. 3.00

REC'D SEPT 7,1934 AT 9:45 A.M.

7405 MARSHALL & BRUCE CO. NASHVILLE

We & each of us hereby acknowledge the receipt of the sum secured by the instrument within and discharge the lien to secure the same in full. This 24 day of Dec 1937
Attest: [illegible] DEPUTY REGISTER
Security National Bank
by [illegible] asst cashier