 NUMBER 48417 RECORDED OCT. 26TH, 1934, MARY E. HOLMES A WIDOW, TO RICHARD A BUNDY ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($2,895, 80) TWENTY EIGHT HUNDRED NINETY FIVE & 80/100 DOLLARS of which ONE & NO/100 ($1.00) DOLLARS has been paid in cash by RICHARD A. BUNDY AND WIFE ODIE MYATT BUNDY, receipt of which is hereby acknowledged, and for the remainder OF ($2,894.80) TWENTY EIGHT HUNDRED NINETY FOUR & 80/100 DOLLARS the said RICHARD A. BUNDY AND WIFE ODDE MYATT BUNDY HAVE THIS DAY ASSUMED AND AGREED TO PAY A FIRST MORTGAGE NOW ON THE PROPERTY HEREIN CONVEYED IN THE SUM OF $500.00 DATED SEPTEMBER 8, 1934, AND DUE SEPTEMBER 8, 1937 BEARING INTEREST AT 6% PER ANNUM PAYABLE SEMI-ANNUALLY, SECURED BY DEED OF TRUST IN FAVOR OF FRANK B. WELCH TRUSTEE, OF RECORD IN BOOK 793, PAGE 592, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HEREBY GIVEN FOR A MORE COMPLETE DESCRIPTION OF SAID MORTGAGE AND FOR THE REMAINDER OF THE CONSIDERATION ~~$2,XXX~~ $2,394.80 THE SAID RICHARD A. BUNDY AND WIFE ODIE MYATT BUNDAY, HAVE THIS DAY EXECUTED A SERIES OF 96 PROMISSORY LIEN NOTES OF EVEN DATE HEREWITH, THE FIRST 95 OF SAID SERIES OF NOTES IN THE SUM OF $25.00 EACH, AND THE 96TH OF SAID SERIES OF NOTES IN THE SUM OF $19.80 ALL OF SAID NOTES IN FAVOR OF MARY E. HOLMES, THE FIRST ONE OF SAID SERIES OF NOTES DUE OCTOBER, 1, 1934, AND THE OTHERS RESPECTIVELY ON OR BEFORE THE 1ST DAY OF EACH CONSECUTIVE MONTH THEREAFTER UNTIL ALL ARE PAID, ALL OF SAID SERIES OF NOTES WITHOUT INTEREST, THE INTEREST AT THE RATE OF 6% PER ANNUM HAVING BEEN ADDED IN THE CONSIDERATION HEREIN BUT IF SAID NOTES ARE NOT PAID WHN DUE AND PAYABLE SHALL BEAR INTEREST AT THE RATE OF 6% PER ANNUM AFTER 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 I, MARY E. HOLMES A WIDOW have this day bargained and sold, and do hereby transfer and convey, unto the said RICHARD A. BUNDY AND WIFE ODIE MYATT BUNDY THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO. 120 IN THE EDGEFIELD, LAND COMPANY'S FIRST SUBDIVISION, AS OF RECORD IN BOOK 57, PAGE 130 REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO. 120 FRONTS 50 FEET ON THE NORTHERLY SIDE OF LILLIAN AVENUE AND RUNS BACK BETWEEN PARALLEL LINES, WOTH THE WESTERLY MARGIN OF 19TH STREET, 124 FEET, MORE OR LESS, TO AN ALLEY.
BEING THE SAME PROPERTY CONVEYED TO MARY E. HOLMES BY DEED FROM P. R. E. JAKES AND WIFE OF RECORD IN BOOK 554, PAGE 209 SAID REGISTER'S OFFICE.

I declare that I am the true and lawful holder of the claim secured by the within mortgage and that the same is just and unpaid. I authorize the satisfaction thereof on the records.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said RICHARD A. BUNDY AND WIFE ODIE MYATT BUNDY 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.

I, further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said RICHARD A. BUNDY AND WIFE ODIE MYATT BUNDY 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 ME in hand paid I, the said Mary E. Holmes a widow do hereby transfer and convey unto ~~MARY E. HOLMES A WIDOW~~ J. M. Vaughn, 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 RICHARD A. BUNDY AND WIFE ODIE MYATT BUNDY, 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 $ -- 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 RICHARD A. BUNDY AND WIFE ODIE MYATT BUNDY, 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~~ THREE 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, ~~HE OR~~ 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~~ THREE 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. THREE

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 RICHARD A. BUNDY AND WIFE ODIE MYATT BUNDY 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~~ THREE 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. VAUGHN 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 MARY E. HOLMES A WIDOW,

and RICHARD A. BUNDY AND WIFE ODIE MYATT BUNDY, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of OCTOBER, 193 4.

MARYE. HOLMES,
RICHARD A. BUNDY
ODIE MYATT BUNDY

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.M. VAUGHN, a Notary Public in and for said County and State, the within named MARY E. HOLMES A WIDOW AND RICHARD A. BUNDY AND WIFE ODIE MYATT BUNDY the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ODIE MYATT BUNDY WIFE, of the said RICHARD A. BUNDY having appeared before me privately and apart from HER husband, the said ODIE MYATT BUNDY, 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 23 day of OCTOBER, 193

My commission expires APRIL 5, 1937

(Seal) J.M. VAUGHN
Notary Public.

USE.R.S $2.50

RECD OCT. 25TH, 1934 AT 10;32 A. M.