NUMBER 57229 RECORDED JUNE 19, 1935. FIRST NATIONAL BANK OF CHICAGO, ET ALS. TO JOE M. MCHENRY, ET UX.

# INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND TWENTY-FIVE AND NO/100 ($3,025.00) DOLLARS of which ONE THOUSAND, TWENTY FIVE AND NO/100 ($1025.00) DOLLARS has been paid in cash by JOE M. MCHENRY AND WIFE, ELIZABETH M. MCHENRY receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND AND NO/100 ($2000.00) DOLLARS the said JOE M. MCHENRY AND WIFE, ELIZABETH M. MCHENRY

HAVE EXECUTED THEIR THREE JOINT PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF THE FIRST NATIONAL BANK OF CHICAGO AND JOHN BAXTER, TRUSTEES, AND EXECUTORS, AS HEREINAFTER SET OUT, THE FIRST TWO OF WHICH NOTES ARE IN THE SUM OF SIX HUNDRED SIXTY-SIX AND 66/100 ($666.66) DOLLARS, EACH, AND ARE DUE RESPECTIVELY, ON OR BEFORE SIX AND TWELVE MONTHS FROM DATE; THE THIRD NOTE IS IN THE SUM OF SIX HUNDRED, SIXTY-SIX AND 68/100 ($666.68) DOLLARS, AND IS DUE ON OR BEFORE EIGHTEEN MONTHS FROM DATE, ALL OF SAID NOTES BEARING SIX PER CENT INTEREST FROM DATE, AND PROVIDING FOR PAYMENT OF ATTORNEY FEES, AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST, AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED, WE, THE FIRST NATIONAL BANK OF CHICAGO, A NATIONAL BANKING CORPORATION, SUCCESSOR BY CONSOLIDATION TO FIRST UNION TRUST AND SAVINGS BANK, AND JOHN BAXTER, AS TRUSTEES AND EXECUTORS UNDER THE WILL OF JOANNA E.BAXTER, WHICH WILL IS OF RECORD IN WILL BOOK NO. 51, PAGE 18 ET SEQ. OF THE RECORDS OF THE COUNTY COURT OF DAVIDSON COUNTY, TENNESSEE, ACTING UNDER POWER AND AUTHORITY VESTED IN US AS SUCH BY THE SAID WILL, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID JOE M.MCHENRY AND WIFE, ELIZABETH M. MCHENRY, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING LOTS NOS. 7, 8, 9, 13, 14, 15, 16 ON THE MAP OF BRANSFORD REALTY CO'S ALTO LOMA SUBDIVISION, AS OF RECORD IN BOOK 421, PAGE 44 REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:-

~~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~~

~~have this day bargained and sold, and do hereby transfer and convey, unto the said~~ ~~heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:~~

BEGINNING AT A POINT THE INTERSECTION OF THE CENTER LINE OF THE GALLATIN PIKE AND ALTA LOMA DRIVE; THENCE WESTERLY ALONG THE CENTER OF SAID ALTA LOMA DRIVE, 957 FEET TO A POINT THE INTERSECTION OF SAID ALTA LOMA DRIVE, WITH THE CENTER LINE OF CRESTVIEW AVENUE; THENCE IN A SOUTHERLY DIRECTION ALONG THE CENTER LINE OF SAID CRESTVIEW AVENUE, 1085 FEET TO A POINT IN THE CENTER OF SAME, IN THE NORTH LINE OF A 40 FOOT ROADWAY SHOWN ON SAID PLAN; THENCE WITH THE NORTH LINE OF SAID ROADWAY, IN AN EASTERLY DIRECTION 681 FEET TO A POINT IN THE CENTER OF THE GALLATIN PIKE; THENCE WITH THE CENTER OF SAID PIKE IN A NORTHEASTERLY DIRECTION, 731 FEET TO THE POINT OF BEGINNING, CONTAINING 16.41 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD SAID REAL ESTATE, WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING, TO THE SAID JOE M. MCHENRY AND WIFE, ELIZABETH M. MCHENRY, THEIR HEIRS AND ASSIGNS FOREVER. SAID TRUSTEES AND EXECUTORS DO COVENANT AS SUCH AND NOT OTHERWISE THAT THEY ARE LAWFULLY SEIZED AND POSSESSED OF SAID REAL ESTATE IN FEE SIMPLE AS THE SAME WAS HELD BY THE SAID JOANNA E. BAXTER AT THE TIME OF HER DEATH; HAVE A GOOD RIGHT TO CONVEY IT AND THAT SAME IS UNENCUMBERED BY ANY ACT OR THING DONE OR SUFFERED TO BE DONE BY THEM AS SUCH TRUSTEES AND EXECUTORS, EXCEPT BY 1935 TAXES ASSUMED BY THE PURCHASER AND BY ZONING ORDINANCES AND BUILDING RESTRICTIONS IF ANY.

AND SAID TRUSTEES AND EXECUTORS AS SUCH AND NOT OTHERWISE DO FURTHER COVENANT AND BIND THEMSELVES AND THEIR SUCCESSORS IN TRUST TO WARRANT AND FOREVER DEFEND THE TITLE TO SAID REAL ESTATE TO SAID JOE M. MCHENRY AND WIFE, ELIZABETH M. MCHENRY, THEIR HEIRS AND ASSIGNS AGAINST THE LAWFUL CLAIMS OF ALL PERSONS.
THIS CONVEYANCE AND ALL COVENANTS HEREIN ARE MADE BY SAID TRUSTEES AND EXECUTORS IN THEIR REPRESENTATIVE CAPACITY AND IN NO OTHER CAPACITY OR OTHERWISE.

~~TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said~~ ~~heirs and assigns, forever, covenant that lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered: further covenant and bind~~ ~~heirs and representatives, to warrant and forever defend the title to said real estate to said 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 JOE M. MCHENRY AND WIFE, ELIZABETH M. MCHENRY, do hereby transfer and convey unto R. W. BRATTON, 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 JOE M. MCHENRY AND WIFE, ELIZABETH M. MCHENRY, 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 $ 2000.00 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 JOE M.MCHENRY AND WIFE, ELIZABETH M. MCHENRY, 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 JOE M. MCHENRY AND WIFE, ELIZABETH M. MCHENRY, THEIR representatives or assigns.

OR FOR ANY OTHER REASON SATISFACTORY TO THE OWNER OR HOLDER OF SAID LIEN NOTES.

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 R. W. BRATTON 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 THE FIRST NATIONAL BANK OF CHICAGO, AND JOHN BAXTER AS EXECUTORS AND TRUSTEES UNDER THE WILL OF JOANNA E. BAXTER AND JOE M. MCHENRY AND WIFE, ELIZABETH M. MCHENRY, ~~and~~ , hereunto set our hands at CHICAGO, ILLINOIS AND NASHVILLE, Tennessee, this the 1ST day of MAY, 1935.

ATTEST: John C Mechem Vice Pres
L. R. ROCHETTO, ASST. SECRETARY.

(SEAL) THE FIRST NATIONAL BANK OF CHICAGO, NOT INDIVIDUALLY BUT SOLELY AS EXECUTOR AND TRUSTEE UNDER THE WILL OF JOANNA E. BAXTER.
~~JOHN BAXTER~~ JOHN C. MECHEM, EXECUTOR AND TRUSTEE UNDER THE WILL OF JOANNA E. BAXTER
JOE M. MCHENRY
ELIZABETH M. MCHENRY

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, AGNES D. ECKHARDT, a Notary Public in and for said County and State, the within named JOE M. MCHENRY AND WIFE, ELIZABETH M. MCHENRY, the bargainor $ with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ELIZABETH M. MCHENRY, WIFE of the said JOE M. MCHENRY having appeared before me privately and apart from HER husband, the said ELIZABETH M. MCHENRY, 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 10 day of JUNE, 1935.

My commission expires FEB. 2, 1936.

(Seal) AGNES D. ECKHARDT, Notary Public.

STATE OF ILLINOIS, COOK COUNTY.

BEFORE ME, C. E. TROUGHEAR, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED JOHN C. MECHEM AND L.R. ROCHETTO, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE VICE PRESIDENT AND ASST. SECRETARY OF THE FIRST NATIONAL BANK OF CHICAGO, THE WITHIN NAMED BARGAINOR, A NATIONAL BANKING CORPORATION, AND THAT THEY AS SUCH VICE PRESIDENT AND ASST. SECRETARY, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT AS EXECUTOR AND TRUSTEE UNDER THE WILL OF JOANNA E. BAXTER, FOR THE PURPOSE THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION, AS SUCH EXECUTOR AND TRUSTEE, THERETO BY THE SAID JOHN C. MECHEM AS VICE PRESIDENT AND AFFIXING THE CORPORATE SEAL THERETO AND ATTESTING THE SAME BY THE SAID L. R. ROCHETTO, AS ASST. SECRETARY.

WITNESS MY HAND AND SEAL AT OFFICE IN CHICAGO, ILLINOIS, THIS 6TH DAY OF JUNE, 1935.

MY COM. EXP: FEBRUARY 15, 1937. (SEAL) C. E. TROUGHEAR, NOTARY PUBLIC.

STATE OF ILLINOIS, COOK COUNTY.

PERSONALLY APPEARED BEFORE ME, C. E. TROUGHEAR, A NOTARY PUBLIC IN AND FOR THE SAID STATE AND COUNTY, THE WITHIN NAMED JOHN BAXTER, THE BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT HE, AS EXECUTOR AND TRUSTEE UNDER THE WILL OF JOANNA E. BAXTER, EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL AT CHICAGO, ILLINOIS, THIS 6TH DAY OF JUNE, 1935.

(SEAL) C. E. TROUGHEAR, NOTARY PUBLIC.

MY COM. EXP: FEB. 15, 1937.
U.S.R.S. $3.50.
RECEIVED JUNE 18, 1935, AT 10:26 A.M.