NUMBER 58808 RECORDED JULY 26,1935 MRS. FRONIE E. RAINES TO CLYDE A. MORGAN,ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SEVENTEEN HUNDRED AND NO/100 ($1700.00) DOLLARS of which TWO HUNDRED FIFTY AND NO/100 ($250.00) DOLLARS has been paid in cash by CLYDE A. MORGAN AND WIFE, MARY MORGAN, receipt of which is hereby acknowledged, and for the remainder FOURTEEN HUNDRED FIFTY AND NO/100 ($1450.00) DOLLARS the said CLYDE A. MORGAN AND WIFE, MARY MORGAN HAVE EXECUTED ONE NOTE BOR ONE THOUSAND($1000.00) DOLLARS, DUE IN THREE YEARS WITH 6% INTEREST FROM DATE PAYABLE SEMI-ANNUALLY, WHICH NOTE SHALL BE A FIRST LIEN UPON THE PROPERTY HEREIN DESCRIBED AND IN THE EVENT OF FORECLOSURE THE PROCEEDS OF THE SALE SHALL BE FIRST APPLIED TO THE PAYMENT OF SAID NOTE OR ANY PART THAT MAY REMAIN UNPAID FOR THE BALANCE OF FOUR HUNDRED FIFTY ($450.00) DOLLARS THE SAID CLYDE A. MORGAN AND WIFE, MARY MORGAN HAVE EXECUTED THIRTY-ONE NOTES FOR FOURTEEN ($14.00) DOLLARS EACH AND ONE NOTE FOR SIXTEEN ($16.00) DOLLARS, THE FIRST OF SAID NOTES FALLS DUE ON SEPTEMBER 1,1935 AND ONE NOTE THEREAFTER FALLING DUE ON THE FIRST DAY OF EACH SUCCEEDING MONTH,THE SIXTEEN ($16.00) DOLLAR NOTE BEING THE LAST ONE TO FALL DUE ALL OF WHICH NOTES SHALL BE A SECOND LIEN UPON SAID PROPERTY AND SUBORDINATE TO THE ONE THOUSAND ($1000.00) DOLLAR NOTE ABOVE MENTIONED AS BEING THE FIRST LIEN ON SAID PROPERTY ALL OF SAID NOTES ARE PAYABLE TO THE ORDER OF MRS. FRONIE E. RAINES. ARE OF EVEN DATE HEREWITH AND ALL OF SAID NOTES BEARING SIX PER CENT INTEREST FROM SEPTEMBER 1,1935 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, I, MRS. FRONIE E. RAINES, AN UNMARRIED WOMAN HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID CLYDE A. MORGAN AND WIFE, MARY MORGAN, THEIR HEIRS AND ASSIGNS, A CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS: BEING PART OF LOT NO 63 ON THE PLAN OF BROWNSVILLE, AS OF RECORD IN BOOK NO.21, PAGE 9, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER OF MCKENNIE STREET, 902 15 FEET EASTERLY FROM THE PORTER TURNPIKE ROAD;THENCE EASTERLY, WITH THE CENTER OF SAID MCKENNIE STREET,90 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST PART OF SAID LOT NO.63 CONVEYED TO WM. O HEINZE AND WIFE, BEULAH BELLE HEINZE, BY DEED FROM MRS. FRONIE E. RAINES, OF RECORD IN BOOK NO.903, PAGE 120, SAID REGISTER'S OFFICE;THENCE SOUTHERLY ,WITH THEIR WESTERN LINE, 215 FEET TO THEIR SOUTHWEST CORNER, AND CONTINUING SOUTHERLY, IN ALL 300 FEET; THENCE WESTERLY 90 FEET;THENCE NORTHERLY 300 FEET TO THE BEGINNING, BEING A PART OF THE SAME LOT CONVEYED TO MRS FRONIE E. RAINES BY DEED FROM MRS. ELLA JENKINS, OF RECORD IN BOOK NO.876, PAGE 233, SAID REGISTER'S OFFICE. THERE IS CONVEYED AN EASEMENT TO A WELL WHICH JOINTLY BELONGS TO THE PROPERTY HEREIN CONVEYED AND THE PROPERTY CONVEYED BY MRS. FRONIE E. RAINES TO W.O. HEINZE AND WIFE, RECORDED IN BOOK 903,PAGE 120 OF THE SAID REGISTER'S OFFICE

AND IN CONSIDERATION OF $1.00 IN HAND PAID, A.L. GOLDBERG & SON, INC., THE TRUE AND LAWFUL 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:

HOLDER AND OWNER OF A NOTE FOR $439.34; FULLY DESCRIBED IN SECURED BY DEED OF TRUST MADE BY MRS. FRONIE E. RAINES TO JACOBS H DOYLE, TRUSTEE, OF RECORD IN BOOK 890, PAGE 376, SAID REGISTER'S OFFICE. JOIN HEREIN FOR THE PURPOSE OF RELEASING AND DISCHARGING THE LIEN OF SAID DEED OF TRUST AS TO THE LAND HEREIN CONVEYED, BUT NO FURTHER OR OTHERWISE. AND FOR THE CONSIDERATION AFORESAID THE METHODIST BENEVOLENT ASSOCIATION, A CORPORATION, THE TRUE AND LAWFUL HOLDER AND OWNER OF A NOTE FOR $1600.00 FULLY DESCRIBED IN AND SECURED BY A DEED OF TRUST MADE BY MRS. FRONIE E. RAINES TO NOAH W. COOPER,TRUSTEE, OF RECORD IN BOOK 890, PAGE 378, OF SAID REGISTER'S OFFICE, JOIN HEREIN FOR THE PURPOSE OF RELEASING AND DISCHARGING THE LIEN OF SAID DEED OF TRUST AS TO THE LAND HEREIN CONVEYED, BUT NO FURTHER OR OTHERWISE.

STATE OF TENNESSEE, DAVIDSON COUNTY

PERSONALLY APPEARED BEFORE ME, MRS. ELIZABETH GENTRY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED MRS. FRONIE E. RAINES, AN UNMARRIED WOMAN THE BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGE THAT SHE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE,TENNESSEE,THIS 22 DAY OF JULY 1935.

COM.EXPIRES JULY 8,1937 (SEAL) MRS. ELIZABETH GENTRY, NOTARY PUBLIC

STATE OF TENNESSEE, COUNTY OF DAVIDSON

BEFORE ME, CURTIS B. HALEY, A NOTARY PUBLIC WITHIN AND FOR THE STATE AND COUNTY AFORESAID PERSONALLY APPEARED E. P. ANDERSON AND J.H. SHUMAKER WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON THEIR SEVERAL OATHS, ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND GENERAL SECRETARY RESPECTIVELY OF THE METHODIST BENEVOLENT ASSOCIATION,THE WITHIN NAMED BARGAINOR, A CORPORATION,AND THAT THEY AS SUCH PRESIDENT AND GEN SECRETARY BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY THE SAID ANDERSON & SHUMAKER AS SUCH OFFICERS , AND BY AFFIXING ITS CORPORATE SEAL AND ATTESTING THE SAME BY THE SADD ANDERSON & SHUMAKER AS SUCH OFFICERS.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE AT NASHVILLE, TENNESSEE ON THIS 20 DAY OF JULY,1935.

COM.EXPIRES OCT 12.1937. (SEAL) CURTIS B. HALEY, NOTARY PUBLIC

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CLYDE A. MORGAN AND WIFE, MARY MORGAN,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 CLYDE A. MORGAN AND WIFE, MARY MORGAN 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 CLYDE A. MORGAN AND WIFE, MARY MORGAN do hereby transfer and convey unto NOAH W. COOPER , 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 CLYDE A. MORGAN AND WIFE MARY MORGAN , 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 CLYDE E. MORGAN AND WIFE, MARY MORGAN , 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 WITHIN SIXTY DAYS THEREAFTER 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 outery, 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. ALSO TRUSTEE'S FEE OF 5%.

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 CLYD A. MORGAN AND WIFE, MARY MORGAN,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 NOAH W. COOPER 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 MRS.FRONIE E. RAINES, AND CLYDE A. MORGAN and WIFE, MARY MORGAN , hereunto set our hands at NASHVILLE , Tennessee, this the 15 day of JULY , 1935.

(SEAL) METHODIST BENEVOLENT ASSOCIATION
BY E.P. ANDERSON,PRES.
J.H. SHUMAKER,
GEN. SECRETARY

MRS. FRONIE E. RAINES
CLYDE A. MORGAN
MARY MORGAN
(NO (SEAL) A.L. GOLDBERG & SON INC.
BY A.L. GOLDBERG JR PRES
ATTEST: A.L. GOLDBERG III SECY

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, BAXTER CATO , a Notary Public in and for said County and State, the within named CLYDE A. MORGAN AND WIFE, MARY MORGAN the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARY MORGAN,WIFE
CLYDE A. MORGAN , of the said

having appeared before me privately and apart from HER husband , the said MARY MORGAN , 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 18TH day of JULY , 1935.

My commission expires OCT 5,1935

(Seal) BAXTER CATO
Notary Public.

STATE OF TENNESSEE , COUNTY OF DAVIDSON

BEFORE ME, NELL BURNS, A NOTARY PUBLIC WITHIN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED A.L. GODDBERG JR AND A.L. GOLDBERG III ,WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON THEIR SEVERAL OATHS ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY,RESPECTIVELY OF THE A.L. GOLDBERG & SON, INC., THE WITHIN NAMED BARGAINOR, A CORPORATION,AND THAT THEY AS SUCH PRESIDENT AND SECRETARY BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY THE SAID A.L. GOLDBERG JR AS SUCH PRESIDENT, AND BY AFFIXING ITS CORPORATE SEAL AND ATTESTING THE SAME BY THE SAID A.L.GOLDBERG III AS SUCH SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE AT NASHVILLE,TENNESSEE, ON THIS 22 DAY OF JULY,1935.

(SEAL) NELL G. BURNS, NOTARY PUBLIC

MY COM.EXPIRES JULY 17,1939 AND I AM QUALIFIED IN DAVIDSON COUNTY,TENNESSEE. UNDER CHAPTER 193. OF THE PUBLIC ACTS OF 1935.

U.S.R.S. $2.00
REC'D JULY 26,1935 AT 9:55 A.M.

(SEE OPPOSITE PAGE FOR EXTRA ACK. X)