NUMBER 77984
THOMAS HAROLD YOUNG TO

RECORDED MARCH 27, 1942.
O.F.GOETZ, ET UX.

INSTALLMENT DEED

Book No. 1227

FOR AND IN CONSIDERATION of the sum of ($6,950.00) EIGHT THOUSAND, NINE HUNDRED FIFTY AND NO/100 DOLLARS

of which TWO THOUSAND AND NO/100 ($2,000.00) - DOLLARS has been paid in cash by

O.F.GOETZ AND WIFE, CHRISTINE DAVIS GOETZ, the receipt of which is hereby acknowledged, and for the remainder

($6,950.00) SIX THOUSAND, NINE HUNDRED FIFTY AND NO/100 - - DOLLARS

the said O.F.GOETZ AND WIFE, CHRISTINE DAVIS GOETZ,

HAVE EXECUTED THEIR ONE NOTE, BEARING EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF THOMAS HAROLD YOUNG, IN THE AMOUNT OF SIX THOUSAND, NINE HUNDRED FIFTY AND NO/100 ($6,950.) DOLLARS, INE ONE HUNDRED TWENTY (120) MONTHLY INSTALLMENTS OF SEVENTY*THREE AND 74/100 ($73.74) DOLLARS EACH. EACH OF SAID 120 MONTHLY INSTALLMENTS INCLUDING PRINCIPAL AND INTEREST AT THE RATE OF FIVE PERCENT. THE FIRST INSTALLMENT OF WHICH IS DUE ON OCTOBER IST. 1942, AND THE OTHERS, DUE MONTHLY THEREAFTER RESPECTIVELY. IT IS UNDERSTOOD AND AGREED THAT THE FIRST INSTALLMENT FALLING DUE ON OCTOBER IST. 1942 WILL INCLUDE INTEREST FROM DATE HEREOF, AND THEREFORE, SAID PAYMENT WILL AMOUNT TO THE SUM OF $226.25.

SAID $6,950.00 NOTE

~~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

I, THOMAS HAROLD YOUNG, A WIDOWER,

have this day bargained and sold, and do hereby transfer and convey, unto the said O.F.GOETZ AND WIFE, CHRISTINE DAVIS GOETZ, THEIR heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTHERLY ONE-HALF OF LOT NO.21, ALL OF LOT NO.22, AND THE SOUTHERLY 10 FEET FRONT AND 7 FEET REAR OF LOT NO.23, OF BLOCK "D", ON THE PLAN OF CHEROKEE PARK SECTION NO.1, AS OF RECORD IN BOOK 547, PAGES 169 AND 170, REGISTERS OFFICE FOR SAID COUNTY.

SAID PART OF LOT NO.21, ALL OF LOT NO.22 AND PART OF LOT NO.23, FRONT TOGETHER 100 FEET ON THE WESTERLY SIDE OF MAYFAIR ROAD, AND RUN BACK 196 FEET, MORE OR LESS, ON THE NORTHERLY LINE AND 196.7 FEET, MORE OR LESS, ON THE SOUTHERLY LINE, TO A DEAD LINE, MEASURING 86 FEET THEREON.

REFERENCE IS HERE MADE TO THE WILL OF SUSIE R.YOUNG, DECEASED, OF RECORD IN WILL BOOK 58, PAGE 77, COUNTY, COURT FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said O.F.GOETZ AND WIFE, CHRISTINE DAVIS GOETZ, 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., EXCEPT FOR 1942 TAXES, WHICH ARE PRO RATED AS OF EVEN DATE HEREWITH, AND ASSUMED BY THE GRANTEES. I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said O.F.GOETZ AND WIFE, CHRISTINE DAVIS GOETZ, TE 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 O.F.GOETZ AND WIFE, CHRISTINE DAVIS GOETZ

do hereby transfer and convey unto ALBERT H.THOMAS, 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 TAFFIE MARSHALL JOHNSTONE AND JESSE WIEND JOHNSTONE, 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 $ 1000.00 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 TAFFIE MARSHALL JOHNSTON_ AND JESSE WIEND JOHNSTON_, 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 US OR TO OUR ORDER, -- 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 RUFUS GANN, 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 TAFFIE MARSHALL JOHNSTONE AND JESSIE WIEND JOHNSTONE

and HOWARD T.CULLUM, EXECUTOR OF DR. J.M.CULLUM, hereunto set our hands

at NASHVILLE, Tennessee, this the 13 day of MARCH, 1942.

THE WILL OF DR.J.M. CULLUM WAS PROBATED IN THE COUNTY COURT OF DAVIDSON COUNTY,TENN, ON FEBRUARY 20, 1942 AND IS RECORDED IN WILL BOOK 58, PAGE 133, OF SAID COURT.

JESSE WIEND JOHNSTONE
TAFFIE MARSHALL JOHNSTONE
HOWARD T.CULLUM, EXECUTOR

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, BERTIE M.BINKLEY, a Notary Public in and for said County and State, the within named TAFFIE MARSHALL JOHNSTONE AND JESSE WIEND JOHNSTONE, AND HOWARD T. CULLUM, EXECUTOR OF DR. J.M. CULLUM, the bargainor -, with whom I am personally acquainted, and who acknowledged that -- executed the within instrument for the purposes therein contained.

And X of the said

having appeared before me privately and apart from husband, the said X, acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 13 day of MARCH 1942.

My commission expires JULY 7, 1942.

(Seal) BERTIE M.BINKLEY, Notary Public.

U.S.R.S. $1.65

RECD MARCH 26, 1942 AT 12:52 PM

M. M.