

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of (\$700.00) SEVEN HUNDRED & NO/100 DOLLARS of which TWENTY FIVE & NO/100 DOLLARS has been paid in cash by FRANCIS E. WASHINGTON AND WIFE, SARAH GLENN WASHINGTON, receipt of which is hereby acknowledged, and for the remainder OF \$675.00 DOLLARS

THE GRANTEES HEREIN HAVE THIS DAY EXECUTED AND DELIVERED THEIR 67 MONTHLY PROMISSORY LIEN NOTES OF EVEN DATE HERewith AND PAYABLE TO THE ORDER OF THEMSELVES AND ENDORSED BY THEM AND NEGOTIATED FOR FULL FACE VALUE, THE FIRST ONE OF SAID NOTES BEING FOR THE SUM OF \$13.38 AND EACH SUCCEEDING NOTE THEREAFTER BEING FOR A SUM OF 5% LESS THAN THE PRECEDING NOTE, AND THE LAST OR 67TH. NOTE BEING FOR THE SUM OF \$15.08, AND THE FIRST ONE OF SAID NOTES IS PAYABLE ON OR BEFORE ONE MONTH FROM DATE AND ONE IS DUE AND PAYABLE ON OR BEFORE EACH MONTH THEREAFTER UNTIL ALL ARE PAID, AND NONE OF SAID NOTES BEAR INTEREST EXCEPT AFTER MATURITY AND THEN AT THE RATE OF 6% PER ANNUM, AS THE INTEREST HAS BEEN COMPUTED AND ADDED TO THE FACE OF THE NOTES, AND

all of said notes being secured by a deed of trust and mortgage on the land herein conveyed providing for payments 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 WE, M.D. JOHNSON AND WIFE, MARY MARTIN JOHNSON,

have this day bargained and sold, and do hereby transfer and convey, unto the said FRANCIS E. WASHINGTON AND WIFE, SARAH GLENN WASHINGTON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 40 ON THE PLAT OF SECTION 1, GREEN HILLS SUBDIVISION, AS OF RECORD IN BOOK NO. 547, PAGE 128, IN THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENN.; SAID LOT NO. 40 FRONTS 75 FEET ON THE NORTHERLY SIDE OF OBSERVATORY DRIVE AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO A DEAD LINE, AND BEING PART OF THE SAME PROPERTY CONVEYED TO M.D. JOHNSON BY DEED FROM AMERICAN TRUST COMPANY, TRUSTEE, AS FOUND OF RECORD IN BOOK NO. 770, PAGE 626, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENN., AND WATER TAP PRIVILEGES IN SAID DEED ARE HEREBY ALSO TRANSFERRED AND ASSIGNED TO THE GRANTEES HEREIN. THIS CONVEYANCE IS MADE SUBJECT TO CERTAIN COVENANTS, RESTRICTIONS, AND CONDITIONS RUNNING WITH THE TITLE OF SAID PROPERTY, AND WHICH ARE FULLY SET OUT IN DEED OF RECORD IN BOOK NO. 770, PAGE 626, IN THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FRANCIS E. WASHINGTON AND WIFE, SARAH GLENN WASHINGTON, 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 unincumbered.

WE further covenant and bind OURSELVES, OUR, heirs and representatives, to warrant and forever defend the title to said real estate to said FRANCIS E. WASHINGTON AND WIFE, SARAH GLENN WASHINGTON, 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 FRANCIS E. WASHINGTON AND WIFE SARAH GLENN WASHINGTON,

do hereby transfer and convey unto CARL T. HINRICHS, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I certify that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction hereof and discharge of this lien.

WE, the said FRANCIS E. WASHINGTON AND WIFE, SARAH GLENN WASHINGTON, 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 notes, as his interest may appear.

WE further agrees 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 herein, the same to bear interest from the date of such payment.

Now, if WE, the said FRANCIS E. WASHINGTON AND WIFE, SARAH GLENN WASHINGTON, 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, OUR 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-matured 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 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 M.D. JOHNSON AND WIFE, MARY MARTIN JOHNSON, and FRANCIS E. WASHINGTON AND WIFE, SARAH GLENN WASHINGTON, hereunto set our hands at NASHVILLE, Tennessee, this 22ND day of NOV., 19 29..

FRANCIS E. WASHINGTON
SARAH GLENN WASHINGTON
M. D. JOHNSON
MARY MARTIN JOHNSON

ACK BEFORE ME STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JNO. A. BOLLING, a Notary Public in and for said County and State, the within-named M.D. JOHNSON AND WIFE, MARY MARTIN JOHNSON AND FRANCIS E. WASHINGTON AND WIFE, SARAH GLENN WASHINGTON, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARY MARTIN JOHNSON AND SARAH GLENN WASHINGTON, wives of the said M.D. JOHNSON AND FRANCIS E. WASHINGTON, RESPECTIVELY, having appeared before me privately and apart from THEIR husband S, the said MARY MARTIN JOHNSON AND SARAH GLENN WASHINGTON, 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 26TH day of NOV., 19 29.. My commission expires on the 3RD day of AUG., 19 30. (Seal) JNO. A. BOLLING, Notary Public.

RECD NOV 27, 1929 AT 10.40 A.M.