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## INSTALLMENT DEED

FROM

John B. Cowden Trustee

TO

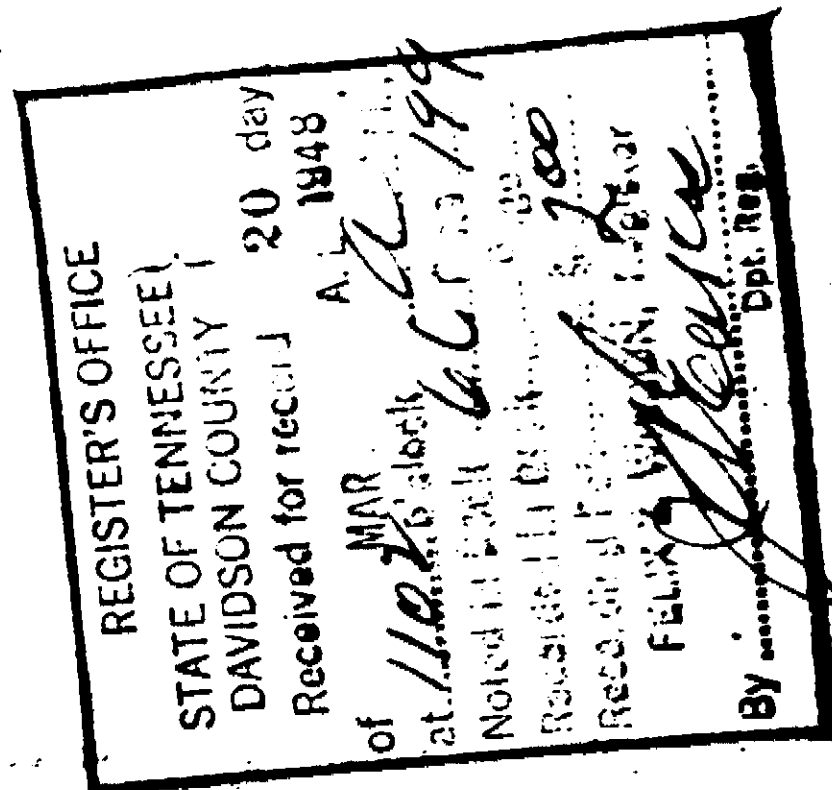
Eugene Pestecost and wife,

Elsie Pestecost.

The Guaranty Title Co.

Titles Guaranteed

Abstracts of Titles

225 Third Ave., North  
NASHVILLE, TENN.

For and in Consideration of the sum of

Dollars,

of which fifty dollars (\$50.00)

Dollars,

has been paid in cash by Eugene Pestecost and wife, Catherine Pestecost,

the receipt of which is hereby acknowledged, and for the remainder two hundred and fifty dollars (\$250.00)

Dollars,

the said Eugene Pestecost and wife, Catherine Pestecost,

have

executed their notes, twenty equal notes of ten dollars each, the first of which falling due Jan. 15, 1948 and the others falling due monthly thereafter.

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, when is expressly retained on the land herein conveyed, F. John B. Cowden, Trustee of Lilian S. Cowden Trust.

have this day bargained and sold, and do hereby transfer and convey unto the said Eugene Pestecost and wife, Catherine Pestecost, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: beginning on a stake in the North boundary of Hill Circle and running S 68 W 100 ft. to a stake; thence N 22 W 267 ft. to a stake; thence N 72 E 100 ft. to a stake; thence S 22 E 255 ft. to the beginning, being the South section of lot No 3 in Cowden sub-division extended to Hill Circle and being a part of the tract of land conveyed by John T. Lellyette to Lilian S. Cowden by deed of record in Register's Office of Davidson County, Tenn. book 505 page 506.

The purchasers assume the payment of 1948 taxes.

FULL RELEASE

20 Apr 1959

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To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said **Eugene Pentecost and wife, Catherine Pentecost**, their

heirs and assigns forever. We, covenant that we lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself and my heirs and representatives, to warrant and forever defend the title to said real estate to said **Eugene Pentecost and wife, Catherine Pentecost**, 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 non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we of record the said **Eugene Pentecost and wife, Catherine Pentecost**

do hereby transfer and convey unto **S. E. Robinson, Davidson County, Tenn.** Trustee of said notes, the Real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said **Eugene Pentecost and wife, Catherine Pentecost**, 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 **Eugene Pentecost and wife, Catherine Pentecost**, shall pay the notes aforesaid when due, according to their terms, and pay the taxes, 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 front door of the Court House 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 further agree, that the Trustee may, at any time after default in the 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 the 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 and 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 **Eugene Pentecost and wife, Catherine Pentecost** their representatives or assigns.

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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 of 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  
**S. H. Robinson, Trustee** Trustee, shall be vested in said successor.

IN WITNESS WHEREOF, we, the said

and

hereunto set our hands at **Nashville**, Tennessee, this the **15th** day of **Dec**, 19**47**

*John B. Cowden Trustee*  
*Eugene Pentecost*  
*Catherine Pentecost*

**STATE OF TENNESSEE**  
**Davidson County,**

Personally appeared before me, *F. R. P. Graham*, a Notary Public in and for said County and State, the within named **John B. Cowden, Trustee, and Eugene Pentecost and wife, Catherine Pentecost**

the bargainers, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at **Nashville, Davidson County,** Tennessee, this **20th** day of **March**, 19**48**  
*F. R. P. Graham*, Notary Public.  
 Commission Expires **April 4-1948**

**STATE OF** \_\_\_\_\_  
 \_\_\_\_\_  
**County,**

Personally appeared before me, \_\_\_\_\_, a Notary Public in and for said County and State, the within named \_\_\_\_\_

the bargainer, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at \_\_\_\_\_, \_\_\_\_\_  
 day of \_\_\_\_\_, 19\_\_\_\_  
 \_\_\_\_\_, Notary Public  
 Commission Expires \_\_\_\_\_

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