No. 79205, REGISTERED OCTOBER 13th. 1916.
Mae Mae, P. McBride, et al. To Deed Jim Vaughn et ux.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of Five Hundred ($500,00) Dollars, of which Ten ($10,00) Dollars has been paid in cash by Jim Vaughn and wife Lucy Vaughn, the receipt of which is hereby acknowledged, and for the remainder Four Hundred and Ninety ($490,00) Dollars the said Jim Vaugn and wife, Lucy Vaughn have executed their forty nine monthly promissory notes, of even date herewith payable to the order of Mae P. McBride , for the sum of Ten ($10,00) Dollars each, the first one of said notes will fall due Nov. 1st, 1916 and the others will fall due on the first day of each month thereafter until all mature

all of said notes bearing six per cent interest from date, and to secure the payment of said notes, principal and interest, a lien is expressly retained on the land herein conveyed. We, Mae P. McBride and husband Eugene L. Mc Bride have this day bargained and sold, and do hereby transfer and convey unto the said Jim Vaughn and wife, Lucy Vaughn, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 39 in the Subdivision of Lots Nos. 25 and 26, county Lands, a plan of which is of record in Plan Book 161, page 169, R.O.D.C. Tennessee. Said Lot no. 39 fronts 50 feet in the east side of Gulch Avenue, and extends back eastwardly between parallel lines, and with the South margin of Phillips Street, 174 feet, and along the North margin of Lot No. 40, 125 feet to an alley in the rear 10 feet wide. this being the same property which was conveyed to Mae P. McBride by deed from Claiborne Scales and wife, dated Nov. 28th, 1910 , of record in Book No. 406, page 225, R.O.D.C. Tennessee.

To HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said Jim Vaughn and wife Lucy Vaughn their heirs and assigns, forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Jim Vaughn & wife Lucy Vaughn, 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 Jim Vaughn and wife Lucy Vaughn do hereby transfer and convey unto H. A. Vantrease, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

We the said Jim Vaughn and wife Lucy Vaughn do hereby agree to keep all buildings now owned, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 400,00 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 Jim Vaughn andwife Lucy Vaughn 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 Courthouse door 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 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; also the expenses of any such litigation.

2d. To the payment of all taxes which may be unpaid on said premises.

3d. 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 Jim Vaughn ar wife Lucy Vaughn, 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 H. A. Vantrease, 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 or settlement in relation to his trusteeship.

In witness whereof we, the said Mae P. McBride and husband Eugene L. McBride and Jim Vaughn & wife Lucy Vaughn hereunto set our hands at Nashville, Tennessee, this the 2 day of October 1916,

Witness C. J. Hofstetter
M. C. Lowery

Eugene L. McBride
Mae P. McBride
Jim Vaughn
Lucy Vaughn

STATE OF TENNESSEE, DAVIDSON COUNTY. Personally appeared before me, H. J. Lovelace, a Notary Public in and for said County and State, the within named Mae McBride and husband Eugene L. McBride, and Jim Vaughn and wife Lucy Vaughn, the bargainor S., with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Mae McBride and Lucy Vaughn wives of the said Eugene L. McBride and Jim Vaughn respectively having appeared before me privately and apart from their husband S., the said Eugene L. McBride and Jim Vaughn 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 8th day of October 1916., 19

My commission expires on the --- day of -----

Seal H. J. Lovelace, Notary Public.

Received Oct. 9, 1916 at 12:12 PM

STATE OF TENNESSEE, DAVIDSON COUNTY. Personally appeared before me, , a Notary Public in and for said County and State, the within named

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

And wi of the said

having appeared before me privately and apart from husband, the said 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, Tennessee, this day of

My commission expires on the day of , Notary Public.