91 NO. 6022 REGISTERED MAY 31, 1919.

RICHARD S. WEST, ET UX., TO DEED, HERBERT MCLEMORE,

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($750.00) SEVEN HUNDRED AND FIFTY Dollars, of which FIFTY AND NO/100 Dollars has been paid in cash by HERBERT MCLEMORE AND WIFE LOUISE MCLEMORE the receipt of which is hereby acknowledged, and for the remainder SEVEN HUNDRED Dollars the said HERBET MCLEMORE AND WIFE LOUISE MCLEMORE ha VE EXECUTED THEIR JOINT PROMISSORY NOTES SEVENTY IN NUMBER, FOR TEN DOLLARS EACH PRINCIPAL WITH THE INTEREST ON ALL ADDED TO EACH MONTHLY NOTE AS IT MATURES, MAKING THE FACE OF THE FIRST NOTE IN THE SUM OF THIRTEEN & 30/100 DOLLARS AND EACH NOTE THEREAFTER 5 CENTS LESS THAN THE PRECEDING NOTE. SAID NOTES ARE PAYABLE TO THE ORDER OF KAREN MARIE WEST AND THE FIRST NOTE IS DUE MAY 26, 1919 AND ONE ON THE 26TH DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE DUE AND PAYABLE, ALL NOTES ARE OF EVEN DATE WITH THIS INSTRUMENT.

(MATURITY)

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 RICHARD S. WEST AND WIFE KAREN MARIE WEST have this day bargained and sold, and do hereby transfer and convey unto the said HERBERT MCLEMORE & WIFE LOUISE MCLEMORE THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LOT NO. (22) TWENTY-TWO IN THE SUBDIVISION OF LOTS NOS. 21 AND 30 (BEING PART OF LOT 30) IN J. C. OWENS PLAN OF BUENA VISTA LOTS AS OF RECORD IN BOOK NO. 57, PAGE 26, R. O. D. C. TENN. SAID LOT NO. 22 FRONTS FIFTY (50) FEET ON THE WEST SIDE OF NANCE STREET AND EXTENDS BACK BETWEEN PARALLEL LINES 148 FEET TO AN ALLEY. GRANTEE TO PAY 1919 TAXES.

(SEAL)

Louise

The entire debt secured herein having been paid in full I do hereby release and forever discharge the lien on the within described property held to secure the payment of said debt. This 2nd day of Dec. 1919. Witness W. F. Hardison. Deputy Reg.

Richard S. West

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HERBERT MCLEMORE & WIFE LOUISE MCLEMORE, 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, THEIR heirs and representatives, to warrant and forever defend the title to said real estate to said HERBERT MCLEMORE AND WIFE LOUISE MCLEMORE, 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 tendering 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 US in hand paid, WE the said HERBERT MCLEMORE AND WIFE LOUISE MCLEMORE do hereby transfer and convey unto M. E. ROOP, Trustee, his successors and assigns, the real estate hereinabove described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE the said HERBERT MCLEMORE & WIFE LOUISE MCLEMORE 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 $. 600.00 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 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 HERBERT MCLEMORE & WIFE LOUISE 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; 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 HERBERT MCLEMORE & WIFE LOUISE, 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 M. E. ROOP 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 RICHARD S. WEST & WIFE KAREN M. WEST, HERBERT MCLEMORE and WIFE LOUISE MCLEMORE hereunto set our hands at NASHVILLE, Tennessee, this the 26TH day of APRIL, 1919.

RICHARD S. WEST,
KAREN MARIE WEST
HERBERT S. MCLEMORE
LOUISE MCLEMORE,

STATE OF TENNESSEE, DAVIDSON COUNTY. Personally appeared before me W. P. HARDISON, a Notary Public in and for said County and State, the within named RICHARD S. WEST & WIFE KAREN MARIE WEST, HERBERT MCLEMORE & WIFE LOUISE MCLEMORE the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And KAREN MARIE WEST & LOUISE MCLEMORE WIVES wi of the said RICHARD S. WEST & HERBERT MCLEMORE having appeared before me privately and apart from THEIR husband S, the said KAREN MARIE WEST, & LOUISE MCLEMORE 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 MAY, 1919. 19

My commission expires on the 7 day of JULY, 1919 W. F. HARDISON, (SEAL) Notary Public.

U. S. REV. STAMP $1.00

RECEIVED 27TH DAY OF MAY A. D. 1919 AT 12-50 P. M.

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 19

My commission expires on the day of Notary Public.