LIBBIE LOIS TEGARDEN TO R C LORING ET UX
NUMBER 36455 MAY 31ST 1922

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY FOUR HUNDRED FIFTY AND NO//100 ($2450.00) DOLLARS DOLLARS, of which EIGHT HUNDRED ($800.00) DOLLARS has been paid in cash by R C LORING AND WIFE IRENE LORING, the receipt of which is hereby acknowledged, and for the remainder SIXTEEN HUNDRED, FIFTY AND NO/100 ($1650.00) DOLLARS the said R C LORING AND WIFE IRENE LORING ha VE EXECUTED AND DELIVERED THEIR THREE JOINT PROMISSORY NOTES OF EVEN ~~DATE~~ DATE HERWITH FOR FIVE HUNDRED AND FIFTY ($550.00) DOLLARS EACH PAYABLE RESPECTIVELY ON DECEMBER 1ST 1923 ON DECEMBER 1ST 1924 AND DECEMBER 1ST 1925 ALL OF SAID NOTES ARE PAYABLE TO THE ORDER OF LIBBIE LOIS TEGARDEN AND

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 LIBBIE LOIS TEGARDEN AND ~~AN~~ UNMARRIED WOMAN OVER 21 YEARS OF AGE have this day bargained and sold, and do hereby transfer and convey, unto the said R C LORING AND WIFE IRENE LORING THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.14 AND THE WESTERLY 20 FEET OF LOT NO.13 IN HUMPHREY PIERCE'S ADDITION TO NORTH EAST NAHSVILLE A PLAN OF WHICH IS OF RECORD IN BOOK NO.161 PAGE 20 R O D C TENN. SAID LOT NO.14 AND THE WESTERLY ~~AN~~ HALF OF LOT NO.13 ADJOIN EACH OTHER AND TOGETHER FRONT 75 FEET ON THE SOUTH SIDE OF WILBURN STREET AND RUN BACK WITH THE EASTERLY MARGIN OF AN ALLEY 91½ FEET MORE OR LESS TO AN ALLEY IN THE RE AR AND SHOW 71 FEET ONTHE SAID ALLEY IN THE REAR OF SAID LOTS. BEING THE S.ME PROPERTY CONVEYED TO LIBBIE LOIS ~~TH~~ TEGARDEN BY DEED OF E R GUTHERIE ET US AS OF RECORD IN BOOK NO.573 PAGE 12 R O D C TENN.

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said R C LORING AND WIFE IRENE LORING THEIR heirs and assigns, forever. I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unincumbered. I further covenant to warrant MYSELF EXCEPT THE PURCHASERS ASSUME THE TAXES FOR THE YEAR 1922 heirs and representatives, to warrant and forever defend the title to said real estate to said R C LORING AND WIFE IRENE LORING 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 R C LORING AND WIFE IRENE LORING do hereby transfer and convey unto I H GIBSON, 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 R C LORING AND WIFE IRENE LORING, 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 $1500. 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 R C LORING AND WIFE IRENE LORING 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 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 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 R C LORING AND WIFE IRENE LORING 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 I H GIBSON, 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 LIBBIE LOIS TEGARDEN UNMARRIED and R C LORING AND WIFE IRENE LORING, hereunto set our hands at NASHVILLE, Tennessee, this the 29TH day of MAY, 1922.

LIBBIE LOIS TEGARDEN
R C LORING
IRENE LORING

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J A SHARPE, a Notary Public in and for said County and State, the within-named LIBBIE LOIS TEGARDEN UNMARRIED AND R C LORING AND WIFE IRENE LORING the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And IRENE LORING WIFE of the said R C LORING having appeared before me privately and apart from HER husband, the said IRENE LORING, acknowledged the execution of the said instrument to have been done by HER 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 31 day of MAY, 1922.

My commission expires on the day of, 192 SEAL J A SHARPE, Notary Public.

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 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, 192

My commission expires on the day of, 192 , Notary Public.

RECEIVED MAY 31ST 1922 AT 12.13 P M UNTTED STATES R 8 $2.50