INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $5,850.00 (FIVE THOUSAND EIGHT HUNDRED FIFTY & NO/100 DOLLARS, of which EIGHT HUNDRED & NO/100 DOLLARS has been paid by said MRS. HATTIE M. GABRIEL, A WIDOW, the receipt of which is hereby acknowledged, and for the remainder of FIVE THOUSAND FIFTY & NO/100 DOLLARS the said MRS. HATTIE M. GABRIEL HAS ASSUMED AND AGREED TO PAY ONE NOTE IN THE AMOUNT OF $2500.00, PAYABLE TO DOUGLAS WRIGHT, TRUSTEE, DUE NOV. 28, 1924, WITH INTEREST AT THE RATE OF 6% PER ANNUM, PAYABLE SEMI ANNUALLY, AND FOR THE REMAINDER OF SAID CONSIDERATION, MRS. HATTIE M. GABRIEL HAS EXECUTED AND DELIVERED HER 85 LIEN PROMISSORY NOTES OF EVEN DATE HEREWITH, THE FIRST OF SAID SERIES OF NOTES BEING IN THE SUM OF $42.75 AND EACH SUCCEEDING NOTE THEREAFTER BEING FOR AN AMOUNT 15 CENTS LESS THAN THE PRECEEDING NOTE, AND NONE OF SAID SERIES OF NOTES BEAR INTEREST EXCEPT AFTER MATURITY, THE INTEREST HAVING BEEN COMPUTED AND ADDED IN THE FACE OF EACH NOTE. THE FIRST OF SAID SERIES OF NOTES MATURES JULY 15, 1922, AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER TILL ALL ARE PAID. IN THE EVENT THAT MRS. HATTIE M. GABRIEL WISHES TO RENEW, REPLACE OR EXTEND THE ABOVE MENTIONED $2500.00 NOTE AT ITS MATURITY THE WITHIN MENTIONED T.N.FLANARY AND WIFE, NELLIE FLANARY AGREE TO ALLOW THE PART OF THE SERIES OF 85 MONTHLY PAYMENT NOTES TO REMAIN A SECOND LIEN ON SAID $2500.00 NOTE, PROVIDED MRS. HATTIE M. GABRIEL IS NOT OVER SIXTY DAYS IN ARREARS ON THE PAYMENT OF HER MONTHLY NOTES.

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, WE, T.N.FLANARY AND WIFE, NELLIE FLANARY have this day bargained and sold, and do hereby transfer and convey, unto the said MRS. HATTIE M. GABRIEL, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

THE SOUTHERLY 50 FEET FRONT OF LOT NO. 376 ON THE MAP OF THE RICHLAND REALTY COMPANY'S DIVISION "C" AS OF RECORD IN BOOK NO, 421, PAGE 31, R.O.D.C., TENNESSEE. SAID SOUTHERLY PART OF LOT NO. 376 FRONTS 50 FEET ON THE WESTERLY SIDE OF WILSON AVENUE, AND RUNS BACK WITH THE NORTHERLY MARGIN OF CAMBRIDGE AVENUE, 200 FEET TO AN ALLEY, AND SHOWS 46.7 FEET MORE OR LESS, ON SAID ALLEY. AND BEING PART OF THE SAME PROPERTY CONVEYED TO T.N.FLANARY AND WIFE BY DEED OF G.H.SMITH AND WIFE, AS OF RECORD IN BOOK 567, PAGE 280, R.O.D.C., TENNESSEE. AND SAID PART OF LOT NO. 376 IS CONVEYED TO THE SAID MRS. HATTIE M. GABRIEL SUBJECT TO THE SAME CONDITIONS, LIMITATIONS AND RESTRICTIONS AS SET OUT IN DEED FROM THE RICHLAND REALTY COMPANY TO THE BRANSFORD REALTY COMPANY, REGISTERED IN BOOK 431, PAGE 171, 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 MRS. HATTIE M. GABRIEL, HER 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 unincumbered, EXCEPT AS HEREIN MENTIONED, further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said MRS. HATTIE M. GABRIEL, HER 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 ME in hand paid, I, the said MRS. HATTIE M. GABRIEL, A WIDOW do hereby transfer and convey unto K.O.REID, 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, the said MRS. HATTIE M. GABRIEL, 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 $4000.00 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.

I 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 I 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 I, the said MRS. HATTIE M. GABRIEL, 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 I 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, I 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.

I 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. I 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 MRS. HATTIE M. GABRIEL 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 K.O.REID, 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 T.N.FLANARY AND WIFE, NELLIE FLANARY and MRS. HATTIE M. GABRIEL, hereunto set our hands at NASHVILLE, Tennessee, this, the 15 day of JUNE, 1922.

T.N.FLANARY
MRS. NELLIE FLANARY
MRS. HATTIE M. GABRIEL

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOHN W. NOLAN, a Notary Public in and for said County and State, the within-named T.N.FLANARY AND WIFE, NELLIE FLANARY AND MRS. HATTIE M.GABRIEL, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained. And MRS. NELLIE FLANARY, wife of the said T.N.FLANARY, having appeared before me privately and apart from HER husband, the said MRS. NELLIE FLANARY, acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 16TH day of JUNE, 1922.

My commission expires on the ____ day of ____, 192__ SEAL JNO. W. NOLAN, 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 ____, wife 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.

U.S.R.S. $3.50
RECEIVED JUNE 21ST., 1922, AT 3:07 P.M.