INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWELVE HUNDRED FIFTY ($1250.00) - - - - - - - - - - - - - - DOLLARS, of which TWO HUNDRED ($200.00) DOLLARS has been paid in cash by H.N.RANDOLPH & WIFE HATTIE V. RANDOLPH, the receipt of which is hereby acknowledged, and for the remainder TEN HUNDRED FIFTY ($1050.00) DOLLARS the said H.N.RANDOLPH & WIFE HATTIE V. RANDOLPH he VE EXECUTED THEIR FORTY TWO JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH FOR TWENTY FIVE ($25.00) DOLLARS EACH PAYABLE MONTHLY. THE FIRST ONE OF SAID NOTES FALLS DUE ON THE 27TH DAY OF AUGUST 1922 AND ONE ON THE 27TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL OF SAID NOTES ARE PAID IN FULL

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, WE, REBECCA HUDSON AND HUSBAND T. J. HUDSON OUR ½ UNDIVIDED INTEREST ON THE WITHIN DESCRIBED PROPERTY have this day bargained and sold, and do hereby transfer and convey unto the said H. N. RANDOLPH & WIFE HATTIE V. RANDOLPH THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEGINNING IN THE SOUTHERN MARGIN OF FOSTER STREET AT A LOT OF LAND CONVEYED BY A. S. COLLIER TO S. C. JUNK BY DEED R.O.D.C. BOOK #79 PAGES 400 & 401 RUNNING SOUTHERLY TO THE WESTERN LINE BOUGHT OF COLLIER 200 FEET MORE OR LESS TO A 16 FOOT ALLEY THENCE EASTERLY WITH THE NORTHERN MARGIN OF SAID ALLEY 50 FEET THENCE AT RIGHT ANGLES NORTHERLY 200 FEET MORE OR LESS TO FOSTER STREET THENCE WESTERLY WITH FOSTER STREET 50 FEET TO THE BEGINNING BEING A PART OF LOT NO. 15 ON M. W. WETMORE'S UNION BANK PLAN OF LOT WHICH IS RECORDED IN BOOK 324 PAGE 55 R.O.D.C. TENN. AND BEING THE SAME PROPERTY CONVEYED TO MRS. REBECCA HUDSON BY DEED OF MILDRED H. & F. C. O'BRIEN BY DEED RECORDED IN BOOK #514 PAGE 219 R.O.D.C. TENN.
WE REBECCA HUDSON & HUSBAND T. J. HUDSON ARE ONLY CONVEYING OUR ONE HALF INTEREST OF THE ABOVE DESCRIBED PROPERTY TO H. N. RANDOLPH & WIFE HATTIE V. RANDOLPH BUT THERE IS A LIEN OF SOME THING LIKE $1300.00 THAT WE ARE TO PAY OFF MONTHLY OR AS THE NOTES OF SAID RANDOLPH IS PAID TO US.

The entire debt secured herein having been paid in full the ... Ben on the within described property, held to secure the payment of said debt. This 3rd day of ... 1922
Attest ... Deputy Reg.

Wm. Rebsamen, Trustee.

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said H.N.RANDOLPH & WIFE HATTIE V. RANDOLPH, 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 STATED. WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said H.N.RANDOLPH & WIFE HATTIE V. RANDOLPH 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 H. N. RANDOLPH & WIFE HATTIE V. RANDOLPH do hereby transfer and convey unto BRANTLEY T. BOYD, 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 H.N.RANDOLPH & WIFE HATTIE V. RANDOLPH, 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 H.N.RANDOLPH & WIFE HATTIE V. RANDOLPH, 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 outcery, 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 H. N. & HATTIE V. RANDOLPH 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... BRANTLEY T. BOYD 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 REBECCA HUDSON & HUSBAND T. J. HUDSON and H.N.RANDOLPH & WIFE HATTIE V. RANDOLPH hereunto set our hands at Tennessee, this, the 27TH day of JULY, 1922.

REBECCA HUDSON
T. J. HUDSON
H. N. RANDOLPH
HATTIE V. RANDOLPH

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 REBECCA HUDSON & HUSBAND T. J. HUDSON H.N.RANDOLPH & WIFE HATTIE V. RANDOLPH, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And REBECCA HUDSON & HATTIE V. RANDOLPH T. J. HUDSON & H. N. RANDOLPH having appeared before me privately and apart from THEIR husbands, the said REBECCA HUDSON & HATTIE V. RANDOLPH, 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 31 day of JULY, 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 ... 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. $1.50
RECD. OCT. 5, 1922 AT 8:40 A.M.