NUMBER 43803 RECORDED JAN 16, 1923. EDWARD RIDLEY TO O. K. GALBRAITH AND WF,

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of: $2890.00 TWO EIGHT HUNDRED AND NINETY DOLLARS,

of which FIVE HUNDRED ($500.00) DOLLARS has been paid in cash by O. K. GALBRAITH AND WIFE, ANNIE GALBRAITH, the receipt of which is hereby acknowledged, and for the balance A PART OF THE SAID, O. K. GALBRAITH AND WIFE ANNIE ~~XXXXXXXXXX~~ GALBRAITH, ASSUME AND AGREE TO PAY ONE NOTE OF TWO THOUSAND $2000.00 DOLLARS, DATED SEPTEMBER 1, 1922 AND DUE THREE 3 YEARS FROM DATE, ALSO SIX INTEREST NOTES EACH IN THE SUM OF SIXTY ($60.00) DOLLARS AND PAYABLE IN 6, 12, 18, 24, 30 AND 36 MONTHS, RESPECTIBELY AFTER DATE. ALL OF THE SAID NOTES PAYABLE TO THE ORDER OF THE WEST NASHVILLE BRANCH OF THE FIRST SAVINGS BANK AND TRUST COMPANY; AND FOR THE REMINDER $2390.00 THE SAID O. K. GALBRAITH AND WIFE, ANNIE GALBRAITH, HAVE EXECUTED THEIR SIXTY EIGHT 68 PROMISSORY NOTES, DATED DECEMBER 1, 1922, AND PAYABLE TO THE ORDER OF EDWARD RIDLEY MONTHLY AFTER DATE, SIXTY SEVEN OF THE ABOVE MENTIONED MONTHLY PAYMENT NOTES ARE IN THE SUM OF $35.00 EACH, AND ONE, THE SIXTY EIGHTH AND LAST NOTE, IS IN THE SUM OF $45.00, THE FIRST OF THE ABOVE MENTIONED PAYMENT NOTES FALLS DUE JANUARY 1, 1923 AND ONE UPON THE FIRST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID.

The liens on Note No. 1 to 13 inc. for $35.00 each, as described herein, having been paid in full, to-wit: the lawful owner and holder hereby release the lien retained upon the within described property, held to secure the payment of said note. This 2 day of January 1923. WEST NASHVILLE BRANCH OF THE FIRST SAVINGS BANK AND TRUST COMPANY. By Lee S. Morton, Register. Attest: T. [illegible], Deputy Register.

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, EDWARD RIDLEY, AND UNMARRIED MAN, have this day bargained and sold, and do hereby transfer and convey, unto the said O. K. GALBRAITH AND WIFE, ANNIE GALBRAITH THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 139 ONE HUNDRED AND THIRTY NINE ON THE MAP OF THE BRANSFORD REALTY COMPANY'S SUBDIVISION OF THE EDGAR JONES HOME PLACE, AS OF RECORD IN BOOK NO. 421, PAGE 7, OF THE REGISTER S OFFICE FOR SAID COUNTY.

SAID LOT NO ONE HUNDRED AND THIRTY NINE (139) FRONTS SIXTY 60 FEET ON THE NORTHERLY SIDE OF LONG AVENUE, NOW BLAIR BOULEVARD, AND RUNS BACK BETWEEN AORALLEL LIENS ONE HUNDRED AND SIXTY THREE AND 7/10 163.7 FEET, MORE OR LESS, ON ITS EASTERLY MARGIN, AND ONE HUNDRED AND SIXTY TWO AND 3/10 (162.3) FEET, MORE OR LESS, ON ITS WESTERN MARGIN, TO AN ALLEY IN THE REAR.

AND BEING THE SAME PROPERTY CONVEYED TO THE UNDERSIGNED EDWARD RIDLEY BY WALTER H. WRIGHT, BY DEED DATED OCTOBER 11, 1922 AND RECORDED IN BOOK NO. 602, PAGE 149, R. O. D. C. TENN.

THE ABOVE DESCRIBED IS CONVEYED TO O. K. GALBRAITH AND WIFE, ANNIE GALBRAITH, WITH THE SAME CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DEED FROM THE BRANSFORD REALTY COMPANY TO ROBERT LUSK.

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said O. K. GALBRAITH AND WIFE, ANNIE GALBRAITH, 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. EXCEPT AS STATED HEREIN. I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said O. K. GALBRAITH AND WIFE, ANNIE GALBRAITH, 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 ——— in hand paid, WE, the said O. K. GALBRAITH AND WIFE, ANNIE GALBRAITH, do hereby transfer and convey unto THEO. W. ECKHARDT, 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 O. K. GALBRAITH AND WIBE, ANNIE GALBRAITH, 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 $3000.00 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 O. K. GALBRAITH AND WIFE, ANNIE GALBRAITH, 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 O. K. GALBRAITH AND WIFE, ANNIE GALBRAITH, 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 THEO W. ECKHARDT 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 EDWARD RIDLEY, AND UNMARRIED MAN, AND O. K. GALBRAITH AND WIFE, ANNIE GALBRAITH, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of DECEMBER, 192 2

EDWARD RIDLEY
O. K. GALBRAITH
ANNIE GALBRAITH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, CLAUD V. ECKHARDT, a Notary Public in and for said County and State, the within-named EDWARD RIDLEY, AND UNMARRIED MAN, AND O. K. GALBRAITH AND WIFE, ANNIE GALBRAITH, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ANNIE GALBRAITH, WIFE of the said O. K. GALBRAITH having appeared before me privately and apart from HER husband, the said ANNIE GALBRAITH, 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 NANSHVILLE, Tennessee, this 2ND day of JANUARY, 1923

My commission expires on the 3RD day of APR. 1926 (SEAL) CLAUD V. ECKHARDT, 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.

USRS. $3.00
RECD. JAN 8. 1923 AT 12;48 P.M.