NUMBER 48509 RECORDED JUNE 7TH.,1923

J.W.HIGHTOWER, ET UX TO THOMAS BOWDEN ANDERSON, ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of...(2250.00) TWO THOUSAND TWO HUNDRED AND FIFTY AND NO/100....DOLLARS, of which... ONE THOUSAND AND NO/100.....DOLLARS has been paid in cash by THOMAS BOWDEN ANDERSON AND WIFE ALICE VIOLA ANDERSON..... the receipt of which is hereby acknowledged, and for the remainder TWELVE HUNDRED AND FIFTY AND NO/100.....DOLLARS the said...THOMAS BOWDEN ANDERSON AND WIFE ALICE VIOLA ANDERSON HAVE THIS DAY EXECUTED THEIR FIFTY PROMISSORY NOTES FOR $25.00 EACH, PAYABLE TO THE ORDER OF FLORENCE B.HIGHTOWER, MONTHLY AFTER DATE, WITH INTEREST AT 6% .. THE FIRST ONE OF THE ABOVE MENTIONED MONTHLY PAYMENT NOTES FALLS DUE JULY 1, 1923, AND ONE UPON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID,WITH INTEREST.. THE SAID THOMAS BOWDEN ANDERSON AND WIFE ALICE VIOLA ANDERSON ASSUME ALL TAXES UPON THE WITHIN DESCRIBED PROPERTY FOR THE YEAR 1923...

Attest: Geo. T. Garner, Register. By J. [illegible] D.C.

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, J.W.HIGHTOWER AND WIFE FLORENCE B.HIGHTOWER have this day bargained and sold, and do hereby transfer and convey unto the said... THOMAS BOWDEN ANDERSON AND WIFE ALICE VIOLA ANDERSON,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF LOT NO.155 IN THE PLAN OF EAST EDGEFIELD,NOW A PART OF THE CITY OF NASHVILLE,WHICH IS RECORDED IN BOOK NO.21 PAGE 147, OF THE R.O.D.C.TENNESSEE., AND DESCRIBED AS FOLLOWS:- BEING 50 FEET OFF THE WEST SIDE OF SAID LOT NO.155, BEGINNING ON THE SOUTH SIDE OF BOSCOBEL STREET,FORMERLY MAGNOLIA STREET, AND 14TH STREET, AND RUNNING SOUTHWARDLY 170 FEET TO A 16 FOOT ALLEY; THENCE WITH SAID ALLEY WESTWARDLY 50 FEET; THENCE AT RIGHT ANGLES NORTHWARDLY 170 FEET TO BOSCOBEL OR MAGNOLIA STREET; THENCE EASTWARDLY WITH THE SOUTH SIDE OF BOSCOBEL OR MAGNOLIA STREET, 50 FEETTO THE BEGINNING, AND BEING THE SAME PROPERTY CONVEYED TO THE UNDERSIGNED MRS. FLORENCE B.HIGHTOWER, BY THEO.W.ECKHARDT, AND WIFE MINNIE M. ECKHARDT, BY DEED DATED JANUARY 30TH.,1920, AND RECORDED IN BOOK NO.546 PAGE 31, OF THE 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 THOMAS BOWDEN ANDERSON AND WIFE ALICE VIOLA ANDERSON,THEIR heirs and assigns forever. And WE WE ARE lawfully seized and possessed of said real estate in fee simple, have a good right to convey the same as aforesaid, and WE covenant with the said THOMAS BOWDEN ANDERSON AND WIFE ALICE VIOLA ANDERSON,THEIR heirs and assigns that WE will warrant and forever defend the title to said real estate against the lawful claims of all persons. And now, for the purpose of further securing the payment of said promissory notes, WE hereby covenant and agree with the said THOMAS BOWDEN ANDERSON AND WIFE ALICE VIOLA ANDERSON that in case of default in the payment of said notes, or any of them, or any part thereof, or the interest thereon, as they mature as hereinbefore provided, or in case WE fail to keep the buildings on said property insured as hereinbefore provided, or in case WE fail to pay taxes on said property when due, then the whole of said notes shall become due and payable at once, at the option of the said THOMAS BOWDEN ANDERSON AND WIFE ALICE VIOLA ANDERSON, and WE hereby authorize and empower the said THOMAS BOWDEN ANDERSON AND WIFE ALICE VIOLA ANDERSON or assigns, to enter upon and take possession of said real estate and sell the same at public outcry for cash, after giving ten days' notice of the time, place and terms of sale by publication in some newspaper published in Davidson County, Tennessee, and to make to the purchaser a deed to said real estate in the name of the undersigned, and out of the proceeds of said sale to pay the said notes, principal and interest, and all costs and expenses of executing this trust, including a reasonable attorney's fee, and all taxes and insurance premiums paid by the said THOMAS BOWDEN ANDERSON AND WIFE ALICE VIOLA ANDERSON or assigns, and the balance, if any, to pay over to the undersigned. WE hereby waive and release all right of homestead and exemption in said real estate as to said notes. WITNESS our hands and seals, this the 1st day of June, 1923. WE and THOMAS BOWDEN ANDERSON AND WIFE ALICE VIOLA ANDERSON hereby convey to J.E.JOHNSON, Trustee, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid.

WE, the said THOMAS BOWDEN ANDERSON AND WIFE ALICE VIOLA ANDERSON 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 $2000.00 until the notes herein secured are fully paid, and to hate the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of 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 THOMAS BOWDEN ANDERSON AND WIFE ALICE VIOLA ANDERSON, 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 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, including 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 THOMAS BOWDEN ANDERSON AND WIFE ALICE VIOLA ANDERSON 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 trust 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 to 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 J.E.JOHNSON 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 inventory or report to any Court or Clerk touching his proceedings.

In Witness Whereof, We, the said J.W.HIGHTOWER AND WIFE FLORENCE B.HIGHTOWER and THOMAS BOWDEN ANDERSON AND WIFE ALICE VIOLA ANDERSON

at NASHVILLE Tennessee, this the 1st day of JUNE, 1923

J.W.HIGHTOWER
FLORENCE B.HIGHTOWER
THOMAS BOWDEN ANDERSON
ALICE VIOLA ANDERSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me THEO.W.ECKHARDT a Notary Public in and for the aforesaid State and County, the within-named J.W.HIGHTOWER AND WIFE FLORENCE B. HIGHTOWER, AND THOMAS BOWDEN ANDERSON AND WIFE ALICE VIOLA ANDERSON, the bargainors, with whom I am personally acquainted and who acknowledged that THEY executed the within instrument for the purposes therein contained. And FLORENCE B.HIGHTOWER AND ALICE VIOLA ANDERSON VES J.W.HIGHTOWER AND THOMAS BOWDEN ANDERSON, having appeared before me privately and apart from THEIR husbands FLORENCE B.HIGHTOWER AND ALICE VIOLA ANDERSON THEM severally, privately and alternately acknowledged that THEIR Witness my hand and official seal at NASHVILLE this 1ST day of JUNE 1923
My commission expires on the [illegible] day of [illegible] 1924 SEAL THEO.W.ECKHARDT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me [illegible] a Notary Public in and for the aforesaid State and County, the within-named [illegible] with whom I am personally acquainted and who acknowledged that [illegible] executed the within instrument for the purposes therein contained. And [illegible] having appeared before me privately and apart from [illegible] severally, privately and alternately acknowledged that [illegible]
Witness my hand and official seal at [illegible]
My commission expires on the [illegible] day of [illegible]

U.S.R.S. $1.50
RECD., JUNE 1ST.,1923 AT 11:00 A.M.