NUMBER 48839 RECORDED JUNE 18, 1923 IRVING C. HENDERER , ET UX TO LAWRENCE L. WRIGHT/ ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SIXTY-SIX HUNDRED ($6,600.00) AND NO/100 DOLLARS, of which ONE THOUSAND ($1,000.00) AND NO/100 DOLLARS has been paid in cash by LAWRENCE L. WRIGHT AND WIFE, KATE R. WRIGHT, the receipt of which is hereby acknowledged, and for the remainder OF FIFTY-SIX HUNDRED ($5,600.00) AND NO/100 DOLLARS the said LAWRENCE L. WRIGHT AND WIFE, KATE R. WRIGHT have ASSUMED AND AGREED TO PAY A NOTE IN THE SUM OF $2000.00; SAID NOTE BEING OF RECORD IN BOOK 556, PAGE 87, R.O.D.C., TENNESSEE; INTEREST ON SAME TO BE ASSUMED FROM THIS DATE. AND FOR THE BALANCE OF SAID CONSIDERATION, AMOUNTING, TO $3600.00, THE SAID LAWRENCE L. WRIGHT AND WIFE, KATE R. WRIGHT, HAVE EXECUTED AND DELIVERED THEIR 72 JOINT NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF IRVING C. HENDERER; THE FIRST OF SAID NOTES BEING IN THE SUM OF $68.00 AND EACH OF THE NEXT SUCCEDDING NOTES THEREAFTER, BEING FOR AN AMOUNT 25 CENTS LESS THAN THE PRECEEDING NOTE; THE FIRST OF SAID SERIES OF NOTES BEING DUE JULY 1, 1923, AND THE OTHER, ONE EACH MONTHLY THEREAFTER, TILLALL ARE PAID; AND NONE OF SAID SERIES OF NOTES BEARS INTEREST EXCEPT AFTER MATURITY, THE INTEREST HAVING BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE; IN THE EVENT THAT LAWRENCE L. WRIGHT AND WIFE WISH TO REPLACE, RENEW OR EXTEND THE ABOVE MENTIONED $2000.00 NOTE, WE IRVING C. HENDERER AND WIFE, SUSIE A. HENDERER AGREE TO ALLOW SAID $2000.00 NOTE TO REMAIN A FIRST OR SUPERIOR LIEN TO THE ABOVE MENTIONED SERIES OF 72 NOTES;

Filed for record this 11 day of June 1923 at 10:16 A.M. Book No. 1923 Page 217 Attest: Ben Shepard Clerk By: L.S. Sherwine D.C. Deputy Register

All of said notes bearing six percent 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, IRVING C. HENDERER AND WIFE, SUSIE A. HENDERER have this day bargained and sold, and do hereby transfer and convey unto the said LAWRENCE L. WRIGHT AND WIFE, KATE R. WRIGHT THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 365 IN THE RICHLAND REALTY COMPANY'S DIVISION "C", THE PLAN OF WHICH IS OF RECORD IN BOOK NO. 421, PAGE 31, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO. 365 FRONTS 60 FEET ON THE NORTH SIDE OF CAMBRIDGE AVENUE, AND EXTENDS BACK NORTHERLY BETWEEN LINES 367.8 FEET, MORE OR LESS, ON ITS WESTERLY MARGIN AND 396 FEET, MORE OR LESS, ON ITS EASTERLY MARGIN, TO AN ALLEY; MEASURING 66.3 FEET ON SAID ALLEY; THIS CONVEYANCE IS MADE SUBJECT TO THE SAME CONDITIONS, RESTRICTIONS AND LIMITATIONS, AS SET FORTH IN DEED FROM THE BRANSFORD REALTY COMPANY, OF RECORD IN BOOK 431, PAGE 350, R.O.D.C. TENNESSEE;
BEING THE SAME PROPERTY CONVEYED TO US BY DEED OF THE BRANSFORD REALTY COMPANY, OF RECORD IN BOOK 431, PAGE 350, R.O.D.C., TENNESSEE.
THE PURCHASERS AGREE TO PAY ONE-HALF OF THE 1923 TAXES ON THE WITHIN DESCRIBED PROPERTY.

STATE OF FLORIDA)
COUNTY OF DADE)

PERSONALLY APPEARED BEFORE ME, CARL HOLMER JR A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, THE WITHIN NAMED IRVING C. HENDERER AND WIFE, SUSIE A. HENDERER, THE BARGAINORS; WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

AND SUSIE A. HENDERER, WIFE OF THE SAID IRVING C. HENDERER, HAVING APPEARED BEFORE ME, PRIVATELY, AND APART FROM HER HUSBAND, THE SAID SUSIE A. HENDERER 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 MIAMI ON THIS 5TH DAY OF JUNE, 1923.

(SEAL) CARL HOLMER, JR. NOTARY PUBLIC

MY COMMISSION EXPIRES:
3/17/26

STATE OF FLORIDA)
COUNTY OF DADE)

I, BEN SHEPARD CLERK OF THE CIRCUIT COURT IN AND FOR SAID COUNTY, WHICH COURT IS A COURT IS A COURT OF RECORD , HAVING A SEAL, DO HEREBY CERTIFY THAT CARL HOLMER JR BY AND BEFORE WHOM THE FOREGOING ACKNOWLEDGEMENT WAS TAKEN, WAS AT THE TIME OF TAKING , WAS AT THE TIME OF TAKING SAME, A NOTARY PUBLIC AUTHORIZED TO ACT IN SAID COUNTY, AND WAS DULY AUTHORIZED BY THE LAWS OF SAID STATE, TO TAKE AND CERTIFY ACKNOWLEDGEMENTS OF DEEDS OF LAND IN SAID STATE AND FURTHER, THAT I AM WELL ACQUAINTED WITH THE HANDWRITING OF SAID CARL HOLMER JR AND THAT I VERILY BELIEVE THAT THE SIGNATURE TO SAID CERTIFICATE OF ACKNOWLEDGEMENT IS GENUINE.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF THE SAID COURT, THISTHE 5TH DAY OF JUNE, 1923.

(SEAL) BEN SHEPARD, CLERK
BY L.S. SHERWINE, D.C.

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LAWRENCE L. WRIGHT AND WIFE, KATE R. WRIGHT, THEIR 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 DESCRIBED. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said LAWRENCE L. WRIGHT AND WIFE, KATE R. WRIGHT, 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 LAWRENCE L. WRIGHT AND WIFE, KATE R. WRIGHT do hereby transfer and convey unto JNO. W. NOLAN 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 LAWRENCE L. WRIGHT AND WIFE, KATE R. WRIGHT 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 $ 5,000.00 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 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 LAWRENCE L. WRIGHT AND WIFE, KATE R. WRIGHT 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 LAWRENCE L. WRIGHT AND WIFE, KATE R. WRIGHT 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 JNO. W. NOLAN, 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 IRVING C. HENDERER AND WIFE, SUSIE A. HENDERER and LAWRENCE L. WRIGHT AND WIFE, KATE R. WRIGHT, hereunto set our hands this the 1ST day of JUNE 1923.

IRVING C. HENDERER
SUSIE A. HENDERER
LAWRENCE L. WRIGHT KATE R. WRIGHT

ACKNOWLEDGEMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, a Notary Public in and for said County and State, the within-named LAWRENCE L. WRIGHT AND WIFE, KATE R. WRIGHT the bargainors with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And KATE R. WRIGHT WIFE of LAWRENCE L. WRIGHT having appeared before me privately and apart from HER husband, the said KATE R. WRIGHT 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 6 day of JUNE 1923.

My commission expires on the day of 192 . (SEAL) D.R. ATKINSON 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.$5:00
RECD. JUNE 11, 1923 AT 10:16 A.M.