NUMBER 50068. R. H. LEE TO T. S. PRINCE ET UX. RECORDED JULY 24, 1923.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED & FIFTY DOLLARS ($150.00) DOLLARS, of which TWENTY-FIVE $25.00 DOLLARS has been paid in cash by T. S. & IBBIE PRINCE the receipt of which is hereby acknowledged, and for the remainder THE PURCHASERS HAVE EXECUTED ELEVEN NOTES OF TEN DOLLARS EACH AND ONE FOR FIFTY TWO DOLLARS

THE SAID NOTES BEAR DATE OF JULY 6TH, 1923 AND MATURE MONTHLY & CONSECUTIVELY UNTIL ALL ARE PAID. SAID NOTES ARE NUMBERED FROM ONE (1) TO TWELVE (12) INCLUSIVE.

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, R. H. LEE, TRUSTEE AND R. F. LEE & GERTRUDE E. LEE SOLE BENEFICIARIES UNDER THIS TRUST have this day bargained and sold, and do hereby transfer and convey unto the said T. S. & IBBIE PRINCE HUSBAND & WIFE (BY THE ENTIRETIES) THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A LOT OF LAND IN DAVIDSON COUNTY STATE OF TENNESSEE, & BEING THE WESTERN SEVENTY ~~~ FEET OF LOT NO. 3 IN THE RESUBDIVISION OF LOT 37, B. F. COCKRILL TRACT A PLAN OF SAID RESUBDIVISION IS OF RECORD IN BOOK 421, PAGE 25 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN. SAID LOT NO. 3 FRONTS SEVENTY FEET ON THE NORTHERLY SIDE OF ROBERTSON AVE. OR STREET AT THE WESTERN INTERSECTION OF DULUTH STREET WITH ROBERTSON ST. AND ADJOINS LOT NO. 4 IN SAID PLAN AND HAS A DEPTH OF 200 FEET ALONG THE WEST MARGIN OF DULUTH ST. AND IS PARALLEL WHOLE LINE & WIDTH OF 70 FEET FROM ROBERTSON AVENUE- NORTHWARDLY---TO ~~~ DEAD LINE.

The within debt secured herein having been paid in full we the lawful owners and holder thereby release this deed of trust and cancel the same. Witness our hands on this the 18 day of May 1924. secure the payment of said notes.

Attest: C. Porter R. F. Lee

Deputy Register.

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said T. S. & IBBIE PRINCE THEIR heirs and assigns, forever. WE covenant that --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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said T. S. & IBBIE PRINCE 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 T. S. & IBBIE PRINCE ------ do hereby transfer and convey unto 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 T. S. & IBBIE PRINCE 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 notes, as his interest may appear.

~~~ 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 ~~ 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 T. S. & IBBIE PRINCE 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 ~~ (3) 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, ~~ 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 ~~ NINETY (90) 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 T. S. & IBBIE PRINCE 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 H. A. VANTREASE 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 R. H. LEE TRUSTEE & R. F. LEE & GERTRUDE LEE and T. S. PRINCE & IBBIE PRINCE hereunto set our hands at NASHVILLE, Tennessee, this the 6 day of JULY 192 3.

R. H. LEE, TRUSTEE
R. F. LEE
GERTRUDE E. LEE
T. S. PRINCE IBBIE PRINCE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J. M. WILLIAMS, a Notary Public in and for said County and State, the within-named R. H. LEE TRUSTEE R. F. LEE AND WIFE GERTRUDE E. LEE & T. S. PRINCE AND IBBIE PRINCE WIFE OF T. S. PRINCE the bargainor S. with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And GERTRUDE E. LEE & IBBIE PRINCE wi VES of the said R. F. LEE & T. S. PRINCE having appeared before me privately and apart from THEIR husband S the said GERTRUDE E. LEE & IBBIE PRINCE 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 6 day of JULY 1923.

My commission expires on the 6 day of APRIL 1926. (SEAL) J. M. WILLIAMS, 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 wi 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. $00.50

RECEIVED JULY 14, 1923, 10:55 A.M.
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