NUMBER 61901. KAREN M. WEST ET UX. TO JOHN WESLEY SMITH ET UX. RECORDED JUNE 11, 1924.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($800.00) EIGHT HUNDRED DOLLARS of which FIFTY DOLLARS has been paid in cash by JOHN WESLEY SMITH & WIFE ANNIE SMITH, the receipt of which is hereby acknowledged, and for the remainder SEVEN HUNDRED AND, FIFTY DOLLARS the said JOHN WESLEY SMITH AND WIFE ha VE THIS DAY EXECUTED THEIR SEVENTY FIVE MONTHLY NOTES IN THE SUM OF TEN DOLLARS EACH PRINCIPAL WITH THE ACCUMULATED MONTHLY INTEREST ON ALL ADDED TO THE FACE OF EACH NOTE, MAKING THE FACE OF THE FIRST NOTE IN THE SUM OF THIRTEEN & 75/100 DOLLARS AND EACH NOTE THEREAFTER IN AN AMOUNT 15 CTS. LESS THAN THE PRECEDING. SAID NOTES ARE PAYABLE TO THE ORDER OF KAREN M. WEST, THE FIRST ONE IS DUE JAN. 20- 1924 AND ONE ON THE 20TH OF EACH MONTH THEREAFTER UNTIL ALL ARE DUE AND PAYABLE.

This entire debt secured herein having been paid in full as evidenced by the lawful ~~owner~~ holder thereof, I hereby release the lien on the within described property, held to secure the payment of said debt. This 24 day of June 1924.
Attest: T. D. Smith, Deputy Register

all of said notes bearing six per cent interest from DUE 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, RICHARD S. WEST & WIFE KAREN M. WEST have this day bargained and sold, and do hereby transfer and convey unto the said JOHN WESLEY SMITH & WIFE ANNIE SMITH THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEGINNING ON THE SOUTHERLY MARGIN OF MADISON STREET AT A POINT FIFTY (50) FEET WESTERLY FROM THE CORNER OF LOTS NOS. 149 & 150 IN D. T. MCGAVOCKS 1ST ADD. SEE PLAN IN B. 10 P. 606 & 609 R.O.D.C. TENN., THENCE WITH THE SOUTHERLY MARGIN OF MADISON STREET WESTERLY TWENTY SIX FEET TO ALICE REDDICKS N.E. CORNER, THENCE WITH HER EASTERLY LINE SOUTHERLY SIXTY (60) FEET TO HER S.E. CORNER, THENCE EASTERLY ON A LINE PARALLEL WITH MADISON STREET TWENTY SIX (26) FEET TO A POINT; THENCE NORTHERLY ON A LINE PARALLEL TO THE DIVIDING LINE BETWEEN LOTS 149 & 150, SIXTY FEET TO THE POINT OF BEGINNING.

FRONTING TWENTY SIX FEET ON THE SOUTHERLY SIDE OF MADISON STREET AND EXTENDING BACK BETWEEN PARALLEL LINES SIXTY FEET TO A DEAD LINE. BEING PART OF THE PROPERTY PURCHASED BY US OF MATTIE L. SANDERS BY DEED OF RECORD IN REGISTER'S OFFICE FOR DAVIDSON CO. TENN. TO WHICH REFERENCE IS HERE MADE.

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN WESLEY SMITH & WIFE ANNIE SMITH THEIR, heirs and assigns, forever. WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have 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 JOHN WESLEY SMITH & WIFE ANNIE SMITH, 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 JOHN WESLEY SMITH & WIFE ANNIE SMITH do hereby transfer and convey unto RICHARD S. WEST, 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 JOHN WESLEY SMITH & WIFE ANNIE SMITH, 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 $ 500.00 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 JOHN WESLEY SMITH & WIFE ANNIE SMITH, 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 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 JOHN WESLEY SMITH & WIFE ANNIE SMITH THEIR 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-matured 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 RICHARD S. WEST 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 RICHARD S. WEST & WIFE KAREN M. WEST - JOHN WESLEY SMITH and WIFE ANNIE SMITH, hereunto set our hands at NASHVILLE, Tennessee, this the 20 day of DECEMBER 1923.

RICHARD S. WEST
KAREN M. WEST
JOHN WESLEY SMITH
ANNIE SMITH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. F. HARDISON, a Notary Public in and for said County and State, the within-named RICHARD S. WEST & WIFE KAREN M. WEST - JOHN WESLEY SMITH & WIFE ANNIE SMITH, the bargainor S, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

And KAREN M. WEST & ANNIE SMITH, wives of the said RICHARD S. WEST & JOHN WESLEY SMITH RESPECTIVELY having appeared before me privately and apart from THEIR husbandS, the said KAREN M. WEST & ANNIE SMITH, 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 5 day of JANY. 1924.

My commission expires on the -- day of --, 192- (SEAL) W. F. HARDISON, 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. $1.00
RECEIVED JUNE 10, 1924, 9:42 A.M.