INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND($4000.00) DOLLARS of which FIVE HUNDRED ~~($500.00)~~ ($500.00) DOLLARS has been paid in cash by D. B.~~XXM~~ THIGPEN, the receipt of which is hereby acknowledged, and for the remainder THIRTY FIVE HUNDRED ($3500.00) DOLLARS the said D. B.THIGPEN AND WIFE KATE THIGPEN haVE ASSUMED AND AGREED TO PAY A NOTE IN THE SUM OF FIFTEEN HUNDRED ~~($1500)~~ ($1500.00) DOLLARS BEARING DATED OF MAY 24, 1924, AND DUE IN THREE YEARS AFTER DATE WITH SIX PERCENT INTEREST, SAID NOTE BEING SECURED BY DEED OF TRUST TO C.H.LITTERER, TRUSTEE, AS OF RECORD IN BOOK NO____,PAGE___,REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, AND THE SAID D. B.THIGPEN AND WIFE KATE THIGPEN HAVE ALSO EXECUTED THEIR SIXTY-~~SEVEN~~ (67) NOTES , THE FIRST SIXTY-~~SIX~~ OF WHICH ARE IN THE SUM OF THIRTY ($30.00) DOLLARS EACH AND THE LAST OR SIXTY-SEVENTH NOTE, BEING IN THE SUM OF TWENTY ($20.00) DOLLARS, ALL OF SAID NOTES BEARING DATE OF JUNE,1,1924, AND PAYABLE TO THE ORDER OF ARTHUR JONES, THE FIRST ONE OF SAID NOTES IS DUE AND PAYABLE ON OR BEFORE JULY 1,1924, AND THE OTHERS ONE ~~BR~~ ON OR BEFORE THE 1ST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL OF SAID ~~B~~ NOTES ARE PAID;

Note now 12-45 instrument is assumed by the lawful owner and holder thereof, [illegible] as described herein, having been paid in full, [illegible] hereby release the lien retained upon the within described property, held to secure the payment of said notes. This [illegible] day of [illegible] 1930. Attest: By [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, ARTHUR JONES, UNMARRIED have this day bargained and sold, and do hereby transfer and convey unto the said D.B.THIGPEN HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO.22 IN THE EDGEFIELD ~~XX~~ LAND COMPANY'S FIRST ADDITION~~K~~, PLAN OF WHICH IS OF REOORD IN BOOK NO.57, PAGE 130, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. SAID LOT NO.22 FRONTS 50 FEET ON THE SOUTH SIDE OF SHELBY AVENUE, AND EXTENDS BACK 150 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY WHICH WAS CONVEYED TO ARTHUR JONES BY WARRANTY DEED FROM J.G.JONES, AND WIFE LEOLA B.JONES, AND DEED ~~M~~BEARING DATE OF MAY 6,1918, AND BEING OF RECORD IN BOOK NO.509, PAGE 200, REGISTER'S OFFICE ~~R~~ OF DAVIDSON COUNTY, TENNESSEE.

Note due Monthly for 67 mos - 46 to 67 inclusive 9 a.m. 6/7/30 [illegible]

The ____ Note ____ due Monthly for ____ mos. ____ each, as described herein, having been paid in full, [illegible] hereby release the lien retained upon the within described property, held to secure the payment of said notes. This 11th day of June, 1930. Attest: By W.J. Tull Deputy Register

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said D. B.THIGPEN, HIS heirs and assigns, forever. I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered.

I further covenant and bind ME MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said D.B.THIGPEN, HIS 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 D.B.THIGPEN AND WIFE KATE R THIGPETA do hereby transfer and convey unto J.G.JONES, 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 D.B.THIGPEN AND WIFE X KATE THIGPEN, 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 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 D.B.THIGPEN AND WIFE KATE THIGPEN, 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 note, 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 D.B.THIGPEN XH HIS HEIRS 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 J.G.JONES 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 ARTHUR JONES and D.B.THIGPEN AND WIFE KATE THIGPEN at NASHVILLE, Tennessee, this the ___ day of JUNE, hereunto set our hands

D.B.THIGPEN
KATE THIGPEN
ARTHUR JONES

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MAMIE A.MCNELLIS a Public in and for said County and State, the within-named ARTHUR JONES, UNMARRIED AND D.B. KATE THIGPEN the bargainorS, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

And KATE THIGPEN, wife of the said D.B.THIGPEN having appeared before me privately and apart from HER husband, the said KATE THIGPEN, 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 ~~SASSEXN~~ JANUARY, Tennessee, this 11TH day of JUNE, 1924

My commission expires on the 2ND day of ____, 1926 (SEAL) MAMIE A.MCNELLIS, 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.$02.50
REC'D. JUNE18,1924 AT 1:56 P.M.