NUMBER 66386 M:.W.BLAIR ET UX ET ALS TO LORA M.OLIVER, RECORDED OCT. 17,1924

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $$3850.00 THREE MM THOUSAND EIGHT HUNDRED FIFTY DOLLARS of which FIVE HUNDRED AND NO/100 DOLLARS has been paid in cash by LORA M.OLIVER, the receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND THREE HUNDRED FIFTY AND NO/100 DOLLARS the said LORAM.OLIVER ASSUMES AND AGREES TO PAY ONE NOTE FOR $1800.00 , WHICH NOTE IS SECURED BY DEED OF TRUST TO E.E.MURREY,TRUSTEE, AS OF R RECORD IN BOOK_____PAGE____R.O.D.C.,TENNESSEE. SAID NOTE IS DATED SEPT. 1ST, 1924 AND DUETHREE YEARS X FROM DATE. THE SAID LORAM.OLIVER ALSO ASSUMES AND AGREES TO PAY SIX INTEREST NOTES OF $54.00 EACH DUE IN SIX, TWELVE, EIGHTEEN ,TWENTY-FOUR, THIRTY, AND THIRTY-SIX MONTHS X FROMSEPT.1ST, 1924, FOR THE REMAINDER, OF $1550.00 THE SAID LORA M.OLIVER HAS THIS DAY E EXECUTED HER 44 PROMISSORY NOTES OF EVEN DATE HEREWITH, THE FIRST 43 BEING FOR $35.00 EACH, AND THE FORTY-FOURTH AND LAST NOTE BEING FOR $45.00. ALL THE ABOVE DESCRIBED 44 NOTES BEAR INTEREST AT 6% PAYABLE AT MATURITY OF EACH NOTE.
THE FIRST ONE OF THE XOXXE ABOVE DESCRIBED 44 NOTES FALLS DUE ON THE FIRST DAY OF NOV. 1924, AND ONE ON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID.

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, M.W.BLAIR AND WIFE ELIZABETH BLAIR AND LEE WXR WRIGHT AND WIFE RUTH WRIGHT have this day bargained and sold, and do hereby transfer and convey unto the said LORA M.OLIVER, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: THE WESTERLY 46-1/2 FEET FRONT, OF LOT NO.68 ON THE PLAN OF SUBDIVISION OF THE A. V.S.LINDSLEY 29 ACRE TRACT, AS OF RECORD IN BOOK NO.57, PAGE 66, R.O.D. C. TENNESSEE, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHERLY MARGIN OF GARTLAND AVE. 47 FEET WESTERLY FROM THE WESTERLY X MARGIN OF 16TH STREET, FORMERLY HICKMAN STREET, BEING A.N.KIRTLAND TRUSTEE'S NORTHWEST CORNER; THENCEWITH THE SOUTHERLY MARGIN OF SAID AVE. WESTERLY 46 1/2 FEET TO THE CORNER OF LOTS NOS. 68 AND 69; THENCE SOUTHERLY WITH THE LINE BETWEEN SAID TWO LOTS 150 FEET TO THE NORTHERLY MARGIN OF AN ALLEY; THENCE WITH THE NORTHERLY MARGIN OF SAID ALLEY EASTERLY 46-1/2 FEET TO A.N.KIRTLAND,TRUSTEE'S SOUTHWEST CORNER; THENCE WITH HIS WESTERLY LINE NORTHERLY 150 FEET TO THE BEGINNING.
AND BEING THE SAME PROPERTY CONVEYED TO BLAIR AND WRIGHT BY DEED OFHARVEY L.GRASTY AND WIFE ETHEL GRASTY (SIGNED ETHEL M.) AS OF RECORD IN BOOK NO.616, PAGE 224, SAID REGISTERS OEFICE.

THE SAID M.W.BLAIR AND LEE WRIGHT AGREE TO PAY ALL TAXES FOR THE YEAR.1924.

Received for record the [illegible] day of [illegible] 192[illegible] at [illegible] o'clock [illegible] M. and duly recorded in Book [illegible] page [illegible] Records of Davidson County, Tennessee. This deed is to secure the payment of one note for $[illegible] and bears interest at [illegible] per cent per annum from date. Title to remain in Trustee until note is paid. E.E. Murrey, Trustee. Davidson County Register. By [illegible] D.C.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LORA M.OLIVER, HER heirs and assigns, forever WE DO 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, EXCEPT HERETOFORE SET OUT. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said LORA M.OLIVER HER 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 ME in hand paid I, the said LORA M.OLIVER do hereby transfer and convey unto J.DOUGLAS WRIGHT, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I, the said LORA M.OLIVER, 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 $ 3500.00 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.

I 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 I 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 I, the said LORA M.OLIVER, 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 I 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, I 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.

I 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. I 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 LORA M.OLIVER 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.DOUGLAS WRIGHT, 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 of settlement in relation to his trusteeship.

In Witness Whereof, We, the said M.W.BLAIR AND WIFE ELIZABETH BLAIR AND LEE WRIGHT & RUTH WRIGHT and LORA M.OLIVER AND HUSBAND A.H.OLIVER, hereunto set our hands at NASHVILLE, Tennessee, this the 20TH day of SEPT. , 192 4

M.W.BLAIR, LEE WRIGHT
RW RUTH WRIGHT
ELIZABETH BLAIR, LORA M.OLIVER
R.H.OLIVER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRANK R.BLAIR, a Notary Public in and for said County and State, the within-named M.W.BLAIR AND WIFE ELIZABETH BLAIR AND LEE WRIGHT AND WIFE RUTH WRIGHT, AND A.H.OLIVER AND WIFE LORA M.OLIVER, the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ELIZABETH BLAIR, RUTH WRIGHT, AND LORA M.OLIVER M.W.BLAIR , LEE WRIGHT, AND A.H.OLIVER wiVES of the said having appeared before me privately and apart from THEIR husbandS, the said ELIZABETH BLAIR, RUTH WRIGHT AND LORAM.OLIVER, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbandS and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 20TH day of SEPT. , 192 4
My commission expires on the day of , 192 (SEAL) FRANK R.BLAIR, Notary Public

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , 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.$2.50
REC'D. OCT. 2X 3,1924 AT 1:30 P.M.