NUMBER 70155. KAREN M. WEST ET UX. TO L. S. GRAY ET UX. RECORDED JAN. 20, 1925.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($1550.00)FIFTEEN HUNDRED AND FIFTY DOLLARS of which ONE HUNDRED FIFTY FIVE DOLLARS has been paid in cash by L.S.GRAY & WIFE NELLIE GRAY, the receipt of which is hereby acknowledged, and for the remainder THIRTEEN HUNDRED NINETY FIVE DOLLARS the said L. S. GRAY & WIFE NELLIE GRAY ha VE

THIS DAY EXECUTED THEIR 93 MONTHLY NOTES OF FIFTEEN (15.00) EACH PRINCIPAL WITH THE ACCUMULATED INTEREST ON ALL ADDED TO THE FACE OF EACH NOTE AS IT MATURES, MAKING THE FACE OF THE 1ST NOTE IN THE SUM OF $21.97 TWENTY ONE & 97/100 DOLLARS AND EACH NOTE THEREAFTER DECREASING ALTERNATELY 7 & 8 CTS. EACH RESPECTIVELY. THE LAST OR 93RD NOTE BEING IN THE SUM OF $15.07. SAID NOTES ARE PAYABLE TO THE ORDER OF KAREN M. WEST. THE FIRST ONE BEING DUE JULY 22, 1923 AND ONE ON THE 22ND OF EACH MONTH THEREAFTER UNTIL ALL ARE DUE AND PAYABLE.

(DUE)

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, RICHARD S. WEST & WIFE KAREN MARIE WEST have this day bargained and sold, and do hereby transfer and convey unto the said L. S. GRAY AND WIFE NELLIE GRAY, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING A PART OF LOT NO. 150 IN D. T. MCGAVOCK'S 1ST ADD TO NASHVILLE A PLAN OF WHICH IS OF RECORD IN BOOK 10 PAGES 606 TO 609 R.O.D.C. TENN., DESCRIBED AS FOLLOWS:- BEGINNING ON THE NORTHERLY MARGIN OF JEFFERSON STREET AT THE CORNER OF LOTS NOS. 150 AND 151 ON SAID PLAN; THENCE NORTHERLY ALONG THE DIVIDING LINE BETWEEN LOTS 150 & 151 115 FEET MORE OR LESS, TO THE SOUTH WEST CORNER OF THE ALICE RIDDICK PROPERTY, THENCE EASTERLY AND ALONG THE REAR LINE OF ALICE RIDDICKS PROPERTY AND BEING IN ALL FIFTY (50) FEET TO A POINT, THENCE SOUTHERLY ON A LINE PARALLEL TO THE DIVIDING LINE BETWEEN LOTS 150 & 151 115 FEET MORE OR LESS TO A POINT ON JEFFERSON STREET; THENCE WESTERLY ALONG NORTH MARGIN OF JEFFERSON STREET 50 FEET TO THE BEGINNING CORNER. BEING THE SAME PROPERTY CONVEYED TO KAREN M. WEST BY DEED OF SALLIE E. HORTON B. 621 P. 48 R.O.D.C. TENN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said L. S. GRAY & WIFE NELLIE GRAY, 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 L. S. GRAY & WIFE NELLIE GRAY, 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 L.S.GRAY & WIFE NELLIE GRAY do hereby transfer and convey unto M. E. ROOP, 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 L. S. GRAY & WIFE NELLIE GRAY, 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 $800.00 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 L. S. GRAY & WIFE NELLIE GRAY, 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 WITHIN TWO MONTHS THEREAFTER 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. -- 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 L. S. GRAY & WIFE NELLIE GRAY, 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 M. E. ROOP 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 RICHARD S. WEST & WIFE KAREN M. WEST- L. S. GRAY and WIFE NELLIE GRAY, hereunto set our hands at NASHVILLE, Tennessee, this the 22 day of JUNE, 1923.

RICHARD S. WEST
KAREN M. WEST
L. S. GRAY
NELLIE E. GRAY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E. C. DOYLE, a Notary Public in and for said County and State, the within-named RICHARD S. WEST & WIFE KAREN M. WEST - L. S. GRAY & WIFE NELLIE GRAY, the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And KAREN M. WEST AND NELLIE GRAY, wiVES of the said RICHARD S. WEST & L. S. GRAY RESPECTIVELY having appeared before me privately and apart from THEIR husbandS, the said KAREN M. WEST & NELLIE GRAY, 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 11 day of AUG. 1923.

My commission expires on the -- day of --, 192- (SEAL) E. C. DOYLE, 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. $2.00

RECEIVED JANUARY 19, 1925, 1:34 P.M.