NUMBER 75489 ANNIE L.BOURKE TO DR.L.A.BOWMAN,RECORDED JUNER 12,1925

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SEVEN HUNDRED AND FIFTY ($750.00) DOLLARS of which TWO HUNDRED AND FIFTY ($250.00) DOLLARS has been paid in cash by L.A.BOWMAN AND WIFE, JANNIE BOWMAN, the receipt of which is hereby acknowledged, and for the remainder FIVE HUNDRED ($500.00) DOLLARS the said L.A.BOWMAN AND WIFE JANNIE BOWMAN has WE EXECUTED THEIR TWO PROMISSORY NOTES OF EVEN DATE HEREWITH FOR THE SUM OF TWO HUNDRED AND FIFTY ($250.00) DOLLARS EACH,PAYABLE TO THE ORDER OF MRS.ANNIE LYNAM BOURKE,ON FEBRUARY 20TH,1926,AND FEBRUARY 20TH,1927 RESPECTIVELY,

PAYABLE SEMI-ANNUALLY 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,ANNIE LYNAM BOURKE AND HUSBAND ROBERT J.BOURKE have this day bargained and sold, and do hereby transfer and convey unto the said L.A.BOWMAN AND WIFE JANNIE BOWMAN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.19 IN MCMILLIN'S SUBDIVISION OF THE OLD STATE PRISON LAND AS PER PLAN OF SAID SUBDIVISION OF RECORD IN BOOK 15,PAGE 119,REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

SAID LOT NO.19 FRONTS FIFTY (50) FEET ON THE WEST SIDE OF STONEWALL STREET,NOW 15TH AVENUE NORTH, RUNNING THENCE WESTERLY BETWEEN PARALLEL LINES,100 FEET TO AN ALLEY,AND IS THE SAME PROPERTY CONVEYED TO MARY G.LYNAM,BY DEED FROM THE STATE OF TENNESSEE, DATED MAY 20TH 1902 AND RECORDED IN BOOK NO.271, PAGE 555, REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE,AND THE SAID MARY G.LYNAM HAS SINCE DIED,LEAVING IN THIS PROPERTY TO HER SISTER,ANNIE LYNAM ,BY WILL,PROBATED IN WILL BOOK NO.37, PAGES 513,AND X 514 AND THE SAID ANNIE LYNAM HAS SINCE INTERMARRIED WITH ROBERT J.BOURKE, WHO JOINS WITH HER IN EXECUTING THIS DEED.

The entire debt secured herein having been paid in full to the lawful owner and holder, thereof, we hereby release the lien on the within described property. Paid to Secure Title Department of said date. This [illegible] day of [illegible] 1925.

Attest, [illegible] Deputy Reg.

By [illegible] Trustee

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said L.A.BOWMAN AND WIFE JANNIE BOWMAN, THEIR heirs and assigns. WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have THE RIGHT TO CONVEY the same, and that the same is unincumbered EXCEPT FOR 1925CITY AND STATE AND COUNTY TAXES, WHICH THE GRANTEE ASSUMES and covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to the said L.A.BOWMAN AND WIFE JANNIE BOWMAN THEIR heirs and assigns against the lawful claims of all persons.

WE, the said L.A. BOWMAN AND WIFE JANNIE BOWMAN Bowman, for the purpose of better enabling the Trustee effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the collection of said lien notes in case of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid by the said H.M.CLEMAN Trustee, his successors and assigns, the real estate above described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE, the said L.A. BOWMAN AND WIFE JANIE BOWMAN, 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.

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 hereby, the same to bear interest from the date of such payment.

Now, if WE, the said L. A.BOWMAN AND WIFE JANNIE BOWMAN, 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, IF 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, home-stead, 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 recitals may be that any sale under this trust conveyance.

I 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. 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 L.A.BOWMAN AND WIFE, JANNIE BOWMAN, 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 H.M.CLEMAN, 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 render any account of settlement in relation to his trusteeship.

In Witness Whereof, We, the said ANNIE LYNAM BOURKE AND HUSBAND ROBERT J.BOURKE and L.A.BOWMAN AND WIFE,JANNIE BOWMAN, have hereunto set our hands at WASHINGTON, D.C. this the 20TH day of FEBRUARY, 1925

ANNIE L.BOURKE
ROBT. J.BOURKE
L. A.BOWMAN
JENNIE BOWMAN

STATE OF TENNESSEE, DAVIDSON COUNTY. H.M.CLEMAN

Personally appeared before me, a Notary Public in and for said County and State, the within-named L.A.BOWMAN AND WIFE JANNIE BOWMAN the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And JANNIE BOWMAN L.A.BOWMAN having appeared before me privately and apart from HER husband the said JANNIE BOWMAN acknowledged the execution of the within instrument to be HER voluntary act and deed, and declared that it had been done by HER freely, voluntarily and understandingly, without compulsion or constraint from HER said husband, for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 5TH day of JUNE, 1925.

My commission expires on the 4 day of ANY. 1928 (SEAL) H.M.CLEMAN Notary Public

STATE OF ~~TENNESSEE~~ CITY OF WASHINGTON DISTRICT OF COLUMBIA, DAVIDSON COUNTY.

Personally appeared before me, EDWARD F. X BREESE a Notary Public in and for said County and State, the within-named ANNIE LYNAM BOURKE AND HUSBAND ROBERT J.BOURKE the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ANNIE LYNAM BOURKE ROBERT J.BOURKE having appeared before me privately and apart from HER husband the said ANNIE LYNAM BOURKE acknowledged the execution of the within instrument to be HER voluntary act and deed, and declared that it had been done by HER freely, voluntarily and understandingly, without compulsion or constraint from HER said husband, for the purposes therein expressed.

Witness my hand and official seal at WASHINGTON, D.C. this the 23rd day of FEB. 1925

My commission expires on the 9 day of MAY 1925 (SEAL) EDWARD F.X BREESE Notary Public

U.S.R.3.$1.00
REC'D. JUNE 5, 1925 AT 10:30 A.M.