NUMBER 4023, RECORDED JULY 12, 1926, [illegible] TO LORENZO ROGAN GOWER

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($1900.00) EIGHTEEN HUNDRED AND NO/100 DOLLARS of which THREE HUNDRED ($300.00) AND NO/100 DOLLARS has been paid in cash by LORENZO ROGAN GOWER AND WIFE ANNA J. GOWER, the receipt of which is hereby acknowledged, and for the remainder FIFTEEN HUNDRED ($1500.00) DOLLARS, the said LORENZO ROGAN GOWER AND WIFE, ANNA J. GOWER ha VE EXECUTED THEIR FIFTY SEVEN (57) PROMISSORY NOTES OF EVEN DATE HEREWITH IN THE SUM OF TWENTY SIX ($26.00) DOLLARS EACH AND ONE NOTE IN THE SUM OF EIGHTEEN ($18.00) DOLLARS OF WHICH IS THE LAST NOTE AND NUMBER FIFTY EIGHT (58) PAYABLE TO THE ORDER OF AMANDA I. CASTLEMAN, THE FIRST ONE OF SAID NOTES FALLS DUE JUNE 7TH 1926 AND THE OTHERS ONE THE 7TH DAY OF EACH MONTH THEREAFTER UNTIL ARE ALL ARE PAID.

SAID LORENZO ROGAN GOWER AND WIFE ANNA J. GOWER AGREES TO ASSUME STATE AND COUNTY TAXES FOR THE YEAR 1926.

all of said notes bearing six per cent interest from date, and providing for payments 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, AMANDA I. CASTLEMAN, A WIDOW have this day bargained and sold, and do hereby transfer and convey unto the said LORENZO ROGAN GOWER AND WIFE ANNA J. GOWER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 14 ON THE MAP OF OVERHILL CITY AND W.H. FOX SUBDIVISION OF PART OF THE CUMBERLAND NURSERIES, AS OF RECORD IN BOOK 332, PAGE 21 OF THE R.O. FOR SAID COUNTY.,

SAID LOT NO. 14 FRONTS 50 FEET ON THE NORTHERLY SIDEOF PEACHTREE STREET AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY, AND IS THE SAME PROPERTY CONVEYED TO THE SAID AMANDA I. CASTLEMAN BY DEED OF RECORD BOOK NO.539, PAGE NO.566 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

The entire debt secured by this deed of trust having been paid to me, I hereby release the lien on the within described property held to secure the payment of said debt. This 2nd day of August, 1931.

Amanda I. Castleman

Witness: [illegible] Deputy Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LORENZO ROGAN GOWER AND WIFE ANNA J. GOWER, THEIR 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 MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said LORENZO ROGAN GOWER AND WIFE ANNA J. GOWER, 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 ME in hand paid, ME, the said LORENZO ROGAN GOWER AND WIFE ANNA J. GOWER do hereby transfer and convey unto WILEY C. WILSON, Trustee, his successors and assigns; the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

ME, the said LORENZO ROGAN GOWER AND WIFE ANNA J. GOWER, 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 $ 1500.00 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.

ME further agrees 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 ME 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 herein, the same to bear interest from the date of such payment.

Now, if ME, the said LORENZO ROGAN GOWER AND WIFE ANNA J. GOWER, 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 ME fail to pay any 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, ME 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 sixty 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.

ME 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. ME 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 ORDER OF LORENZO ROGAN GOWER, AND WIFE ANNA J. GOWER 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 WILEY C. WILSON 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 AMANDA I. CASTLEMAN and LORENZO ROGAN GOWER, AND WIFE ANNA J. GOWER, hereunto set our hands at NASHVILLE, Tennessee, this the 7TH DAY OF MAY, 1926.

AMANDA I. CASTLEMAN
LORENZO ROGAN GOWER
ANNA J. GOWER

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.L. SCOTT, a Notary Public in and for said County and State, the within-named AMANDA I. CASTLEMAN AND LORENZO ROGAN GOWER, AND WIFE ANNA J. GOWER, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MRS. ANNA J. GOWER, wife of the said LORENZO ROGAN GOWER, having appeared before me privately and apart from HER husband, the said ANNA J. GOWER, 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, Tennessee, this 15TH day of MAY, 1926.

My commission expires on the 6 day of APRIL, 1929. (SEAL) W.L. SCOTT, 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.

REC'D JUNE 16, 1926 AT 1:45 P.M.