NUMBER 90526 RECORDED AUG 10,1926 CINTHY, G. HARRIS TO ABRAHAM SWANSON,ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED FIFTY ($250.00) DOLLARS of which FIFTEEN ($15.00) DOLLARS has been paid in cash by ABRAHAM SWANSON AND WIFE LULA MAI SWANSON the receipt of which is hereby acknowledged, and for the remainder TWO HUNDRED THIRTY FIVE ($235.00) DOLLARS, the said ABRAHAM SWANSON AND WIFE LULA MAI SWANSON have EXECUTED JOINTLY THIRTY NINE PROMISSORY NOTES,THIRTY EIGHT OF SAID NOTES ARE FOR SIX ($6.00) DOLLARS EACH, AND THE LAST OR THIRTY NINTH NOTE IS FOR SEVEN ($7.00) DOLLARS.ALL SAID NOTE ARE MADE PAYABLE TO THE ORDER OF CINTHY G. HARRIS,AND ARE DUE MONTHLY FROM THE DATE OF THIS DEED.THE FIRST ONE OF THIS SERIES OF NOTES FALLS DUE JUNE 8,1926 AND ONE EACH IS DUE ON THE 8 DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL OF SAID NOTES HAVE BEEN PAID.
GRANTEE ASSUMES THE 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,CINTHY GRANT HARRIS,FORMERLY CINTHY GRANT
have this day bargained and sold, and do hereby transfer and convey unto the said ABRAHAM SWANSON AND WIFE LULA MAI SWANSON THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:
BEING LOT NO.17 IN THE SUB/DIVISION OF LOTS 3,4,5 AND 6,COUNTY LANDS,A PLAN OF WHICH IS REGISTERED IN BOOK 161, PAGE 80, R.O.D.C. TENN.SAID LOT FRONTS 50 FEET ON THE WEST SIDE OF FIRST STREET AND EXTENDS BACK WESTWARDLY BETWEEN PARALLEL LINES ONE HUNDRED FIFTY (150) FEET MORE OR LESS,TO AN ALLEY 15 FEET WIDE. THIS IS THE SAME PROPERTY CONVEYED TO JOHN GRANT AND WIFE CINTHY GRANT BY DEED OF GOODLOE COCKRILL AND WIFE, MAMIE H.COCKRILL , DATED NOVEMBER 9TH.1907,AND RECORDED IN BOOK NO.359, PAGE 210 ,R.O.D.C.TENN.

Received for Record June 23rd 1926 at 9:15 A.M. and duly recorded in Book 394 page 107
Witness my hand this 17th day of July 1926
Bailey G. Harris, Register
By Otho Ward, Deputy Register

Cockrill Images Partly Illegible

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ABRAHAM SWANSON AND WIFE LULA MAI SWANSON,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 XXXX MYSELF,MY heirs and representatives, to warrant and forever defend the title to said real estate to said ABRAHAM SWANSON AND WIFE LULA MAI SWANSON 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 any 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 ABRAHAM SWANSON AND WIFE LULA MAI SWANSON bargain and convey unto JOHN GRANT PORTER, 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 ABRAHAM SWANSON AND WIFE LULA MAI SWANSON, 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 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 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 herein, the same to bear interest from the date of such payment.

Now, if WE, the said ABRAHAM SWANSON AND WIFE LULA MAI SWANSON, 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 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 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. 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.

2nd. 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 ABRAHAM SWANSON AND WIFE LULA MAI SWANSON 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 JOHN GRANT PORTER, 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 relaion to his trusteeship.

In Witness Whereof, We, the said CINTHY G. HARRIS,ABRAHAM SWANSON AND LULA MAI SWANSON, hereunto set our hands at NASHVILLE, Tennessee, this the 8 DAY OF MAY,1926.

WITNESS:
J.C. SMYTH

CINTHY G. HARRIS
ABRAHAM SWANSON
LULA MAI SWANSON

ACKNOWLEDGMENT BEFROE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, T.W. HALES, a Notary Public in and for said County and State, the within-named CINTHY G.HARRIS,ABRAHAM SWANSON AND WIFE LULA MAI SWANSON the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LULA MAI SWANSON WIFE, XX of the said ABRAHAM SWANSON having appeared before me privately and apart from HER husband, the said LULA MAI SWANSON, 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 8 day of MAY, 1926.
My commission expires on the ___ day of ___, 192__ (SEAL) T.W. HALES, 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.

REC'D JUNE 23,1926 AT 9:15 A.M.