MISS FLORENCE WALTERS TO J.H.WELCH ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of (($2750.00) TWENTY SEVEN HUNDRED FIFTY AND NO/100 DOLLARS of which ($250.00) TWO HUNDRED FIFTY AND NO/100 DOLLARS has been paid in cash by J.H.WELSH AND WIFE BESSIE G.WELSH. the receipt of which is hereby acknowledged, and for the remainder ($2500.00) TWENTY-FIVE HUNDRED AND NO/100 DOLLARS, the said J.H.WELCH AND WIFE, BESSIE G.WELCH ha VE ASSUMED AND AGREE TO PAY A NOTE IN THE SUM OF $1700.00 BEARING THE DATE OF OCTOBER 1ST.1924 AND MATUREING OCTOBER 1ST 1927,WITH INTEREST FROM THIS DATE ,AT THE RATE OF 6% PER ANNUM, PAYABLE IN OCTOBER AND APRIL OF EACH YEAR ,WHICH NOTE IS FULLY BESCRIBED IN AND SECIRED BY DEED OF TRUST FROM J.A.UTLEY FROM J.A.UTLEY TO E.E.MURREY,TRUSTEE ,AS SHOWN IF RECORD IN BOOK 631 ,PAGE 228 ,R.O.D.C.TENNESSEE,AND HAVE ALSO ASUMED AND AGREE TO PAY NOTES 1 TO 24 -B BOTH INCLUSEIVE ,OF A SERIES OF NOTES,AGGREGATING $598 IN PRINCIPAL,ALL OF WHICH NOTES ARE IN THE SUM OF $25.00 EACH EXCEPT THE LAST ONE OF WHICH IS IN THE SUM OF $23.00 THE FIRST ONE FALLING DUE ON THE FIRST DAY OF JULY 1926 AND THE OTHERS MONTHLY THEREAFTER ,AND BEING THE NOTES EXECUTED BY MISS FLORENCE WALTERS TO ROY E.ROBERTSON AND WIFE MARY ROBERTSON ,AS SHOWN BY DEED BEARING DATE OF MAY 25 1926 AND REGISTERED IN THE REGISTERS OFFICE OF DAVIDSON COUNTY,TENNESSEE,AND FOR THE REMAINDER ,NAMELY:$202.00 THE SAID J.H.WELCH AND WIFE BESSIE G.WELCH HAVE EXECUTED AND DELIVERED TO MISS FLORENCE WALTERS ,THEIR 8 JOINT PROMISSORY NOTES,OF EVEN DATE HEREWITH,AND THE FIRST ONE OF SAID NOTES FALLING DUE ON OR BEFORE JULY 1ST 1928. AND THE OTHERS ONE ON OR BEFORE THE 1ST DAY OF EACH AND EVERY SUCCEEDING MONTH RESPECTIVELY THEREAFTER UNTIL ALL MATURE,ALL OF SAOD NOTES BEARING SIX PER CENT INTEREST FROM DATE,AND PROVIDING FOR PAYMENT OF ATTORNEY FEES,AND TO SECURE THE PAYMENT OF SAID NOTES,PRINCIPAL AND INTEREST ,AND ATTORNEYS FEES,A LIEN IS EXPRESSLY RETAINED

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, MISS FLORENCE WALTERS AN UNMARRIED WOMAN. have this day bargained and sold, and do hereby transfer and convey unto the said J.H.WELCH AND WIFE BESSIE G.WELCH. THEIR heirs and assigns, Tennessee, as follows: BEING LOT NO.108 ON THE PLAN OF SHARP AND HORN'S SECOND SUBDIVISION OF THE LINDSLEY PROPERTY NORTHEAST NASHVILLE ,AS OF RECORD IN BOOK NO.161 ,PAGE 53 OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY.SAID LOT NO.108 FRONTS 50 FEET ON THE EASTERLY SIDE OF JOSEPH AVENUE ,AND RUNS BACK BETWEEN PARALLEL LINES 145 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO MISS.FLORENCE WALTERS BY DEED FROM ROY E.ROBERTSON AND WIFE ,MARY ROBERTSON ,AS SHOWN OF RECORD IN BOOK -------, PAGE -------.R.O.D.C. TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J.H.WELCH AND WIFE BESSIE G.WELCH. 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. EXCEPT AS ABOVE MENTIONED AND BY 1926 WHICH GRANTEES ASSUME AND AGREE TO PAY. I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said J.H.WELCH AND WIFE BESSIE G.WELCH. THEIR heirs and assigns against the claims of all persons.

For the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary suit for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and in consideration of One Dollar to ME. in hand paid WE, the said J.H.WELCH AND WIFE BESSIE G.WELCH. do hereby grant, bargain and convey unto HENRY E.SMITH. 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 J.H.WELCH AND WIFE BESSIE G.WELCH, 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 $2000.00 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 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 J.H.WELCH AND WIFE BESSIE G.WELCH, 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 WITHIN 90 DAYS AFTER 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 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 J.H.WELCH AND WIFE BESSIE G.WELCH, 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 HENRY E.SMITH. 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 MISS FLORENCE WALTERS and J.H.WELCH AND WIFE BESSIE G.WELCH, hereunto set our hands at NASHVILLE, Tennessee, this the DAY OF JUNE 1926.

MISS FLORENCE WALTERS
J.H.WELCH.
BESSIE G.WELCH.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, HATTIE L.SPANN, a Notary Public in and for said County and State, the within-named MISS FLORENCE WALTERS AND J.H.WELCH AND WIFE BESSIE G.WELCH, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And BESSIE G.WELCH, wife of the said J.H.WELCH. having appeared before me privately and apart from HER husband, the said J.H.WELCH, 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 2ND day of JULY, 1926.

My commission expires on the 2ND day of JULY, 1927. (SEAL) HATTIE L.SPANN, 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.

RECEIVED FOR RECORD JULY 2 1926.

AT 11-15 A.M.