NUMBER 10026 RECORDED MARCH 14, 1927 BRINGHURST REID COMPANY TO MRS GRACE WILLIAMS

INSTALLMENT DEED

NO/100

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND EIGHT HUNDRED FIFTY ($2850.00) AND/ DOLLARS of which TWO HUNDRED ($200.00) AND NO/100 DOLLARS has been paid in cash by MRS GRACE WILLIAMS ($2650.00) AND NO/100 the receipt of which is hereby acknowledged, and for the remainder OF TWO THOUSAND SIX HUNDRED FIFTY DOLLARS, the said MRS GRACE WILLIAMS HAS EXECUTED TO THE ORDER OF BRINGHURST REID COMPANY A ~~NOTE~~ SERIES OF 71 NOTES OF EVEN DATE HEREWITH AS FOLLOWS:-

NOTE NO 1 BEING IN THE SUM OF $33.25 AND EACH OF THE NEXT SUCCEEDING NOTES THEREAFTER BEING FOR AN AMOUNT 10 CENTS LESS THAN THE PRECEEDING NOTE, EXCEPT THE 71ST OR LAST NOTE WHICH IS IN THE SUM OF $1,256.25; THE FIRST OF SAID NOTES MATURING MARCH 15, 1927 AND THE OTHERS ON OR BEFORE ONE EACH MONTHLY THEREAFTER, UNTIL ALL ARE PAID, AND NONE OF SAID SERIES OF NOTES SHALL BEAR INTEREST EXCEPT AFTER MATURITY, AS THE INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE;

all of said notes ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ 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, OF TENNESSEE, WE BRINGHURST REID COMPANY A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE/ have this day bargained and sold, and do hereby transfer and convey unto the said MRS GRACE WILLIAMS A WIDOW HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF LOTS NOS 9 AND 10 IN F. E. MANN'S ADDITION TO NASHVILLE, AS RECORDED IN BOOK NO 161 PAGE 60 OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, FRONTING 46-1/2 FEET OF LOT NO 9 AND 3-1/2 FEET OF THE NORTH SIDE OF LOT NO 10 ON THE WEST SIDE OF PENNOCK AVENUE BEGINNING AT A POINT IN THE WEST MARGIN OF PENNOCK AVENUE 60 FEET NORTHERLY FROM THE NORTHWEST CORNER OF VAUGHAN, STREET AND PENNOCK AVENUE, RUNNING THENCE NORTHERLY WITH THE SAID WEST MARGIN 50 FEET; THENCE AT RIGHT ANGLES WESTERLY 145 FEET AND 4 INCHES TO AN ALLEY, THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID ALLEY 50 FEET TO A POINT 60 FEET FROM THE NORTH MARGIN OF VAUGHAN, STREET, THENCE EASTERLY PARALLEL WITH VAUGHAN STREET 145 FEET AND 4 INCHES TO THE BEGINNING,

BEING THE SAME PROPERTY CONVEYED TO BRINGHURST REID COMPANY BY DEED EMMA RUSSEEL ET AL OF RECORD IN BOOK NO____, PAGE NO____ R.O.D.C. TENNESSEE.,

I declare that I am the true and lawful holder of 71 note. secured by the instrument within mentioned, and have this day acknowledge the satisfaction thereof and discharge of the lien to secure the same. This ____ day of ____ 1934.

Attest: _____ NASHVILLE TRUST CO.

By _____

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS GRACE WILLIAMS, HER 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. EXCEPT FOR THE 1927 TAXES WHICH THE PURCHASER ASSUMES AND AGREES TO PAY. WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said MRS GRACE WILLIAMS HER, 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 I, the said MRS GRACE WILLIAMS do hereby transfer and convey unto K O REID, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I, the said MRS GRACE WILLIAMS, 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.

I 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 I 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 I, the said MRS GRACE WILLIAMS, 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 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, I 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.

I 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.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. 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 MRS GRACE WILLIAMS HER 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 K O REID, 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 BRINGHURST REID COMPANY HAS CAUSED THE CORPORATE NAME TO BE HEREAFFIXED BY L /HER and UNTO SUBSCRIBED BY K O REID THE PRESIDENT AND THE CORPORATE SEAL TO BE GILL THE SECRETARY, AND MRS GRACE WILLIAMS, hereunto set our hands at NASHVILLE, Tennessee, this the 21ST DAY OF FEBRUARY, 1927.

(SEAL) BRINGHURST REID CO. INC.

ATTEST, L GILL SECRETARY BY K O REID, PRESIDENT

MRS GRACE WILLIAMS

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, GUY G BUTLER, a Notary Public in and for said County and State, the within-named MRS GRACE WILLIAMS A WIDOW, the bargainor, with whom I am personally acquainted, and who acknowledged that SHE 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 NASHVILLE, Tennessee, this 21ST day of FEBRUARY, 1927.

My commission expires on the 10 day of APRIL, 1929. (SEAL) GUY G BUTLER, Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, GUY G BUTLER, a Notary Public in and for said County and State, THE WITHIN NAMED BARGAINORS A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND SECRETARY RESPECTIVELY BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY SAID K O REID AS PRESIDENT AND AFFIXING THE CORPORATE SEAL THERETO AND ATTESTING THE SAME BY SAID L GILL AS SECRETARY. THE STATE AND AFORESAID APPEARED K O REID AND L GILL, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY OF THE BRINGHURST REID COMPANY, THE WITHIN NAMED

~~the bargainor, with whom I am personally acquainted, and who acknowledged that he 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 OFFICE AT NASHVILLE, Tennessee, this 21ST day of FEBRUARY, 1927.

My commission expires on the 10 day of APRIL, 1929. (SEAL) GUY G BUTLER, Notary Public.

REC'D FEB 21, 1927 AT 10:46 A M.