 NUMBER 9968, REC... ET UX.
ELDON O. BIRDWELL/TO DEED O.W.LOWERY

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($5500.00) FIFTY FIVE HUNDRED ---------- DOLLARS of which ($800.00) EIGHT HUNDRED ----------DOLLARS has been paid in cash by O.W.LOWERY ----------, the receipt of which is hereby acknowledged, and for the remainder ($4700.00) FORTY SEVEN HUNDRED DOLLARS, the said O.W.LOWERY ---------- ha S AGREED TO ASSUME A LOAN FOR $3500.00 MADE BY GUARANTY BANK AND TRUST CO, TRUSTEE ;SAID LOAN OR TRUST DEED IS DATED JAN 25 1927 AND IS PAYABLE IN INSTALLMENTS AS FOLLOWS $24.00 ON THE 1ST OF FEB. 1927 PLUS INTERSST ON THE BAL OF PRINCIPAL AT 6% PER ANNUM .AND $24.00 EACH MONTH THEREAFTER PLUS INTEREST ON THE UNPAID BAL.AND ON THE FIRST OF DEC. 1938 THE BAL. OF PRINCIPAL SUM WITH INTEREST THEREON. SAID LOAN OR DEED OF TRUST IS OF RECORD IN BOOK NO. 746 , PAGE 207 R.O.D.C. TENN. AND FOR THE BAL. THE SAID O.W.LOWERY HAS EXECUTED AND DELIVERED TO E.O.BIRDWELL HIS SIXTY PROMISSORY NOTES OF EVEN DATE HEREWITH FOR $20.00 EACH MAKING A TOTAL OF $1200.00 THE FIRST OF SAID NOTES IS DUE MAR. 1 1927 AND THE BAL.EACH FIRST OF THE MONTH THEREAFTER UNTILL ALL ARE FULLY PAID.
ALL OF SAID NOTES ARE PAYABLE ON OR BEFORE THE DATE WHEN DUE.

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 ----------
WE ELDON O. BIRDWELL AND WIFE BESSIE L.BIRDWELL ----------
have this day bargained and sold, and do hereby transfer and convey unto the said O.W.LOWERY ----------
HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING THE WESTERLY HALF OF LOT NO. 233 ON THE REVISION OF PART OF INGLEWOOD PLAN AS OF RECORD IN BOOK NO. 421 PAGE 137 R.O.D.C. TENN.
SAID WESTERLY PART OF LOT NO. 233 FRONTS 55 FT. ON THE SO.SIDE OF STRATFORD ST. AND RUNS BACK BETWEEN PARALLEL LINES 205 FT. TO A DEAD LINE.
AND BEING THE SAME PROPERTY CONVEYED TO ELDON O. BIRDWELL AND WIFE BESSIE L. BIRDWELL BY DEED OF HERBERT W.LUTON TR. AS OF RECORD IN BOOK NO. 760 PAGE 352 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 O.W.LOWERY ----------, HIS 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.
WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said O.W.LOWERY AND WIFE NELL LOWERY HIS 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 US in hand paid WE, the said O.W.LOWERY AND WIFE NELL LOWERY do hereby transfer and convey unto JOHN U.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.

I declare that I am the true and lawful holder of the within note secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 22 day of Dec 1932
Bankers Security Trust Co.
By W.P. Murray Asst Secy
Attest: [illegible]
DEPUTY REGISTER

I declare that I am the true and lawful holder of the within note secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 22 day of Dec 1932
[illegible]
DEPUTY REGISTER

WE, the said O.W.LOWERY AND WIFE NELL LOWERY ----------, 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 $ 4500.00 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 O.W.LOWERY AND WIFE NELL LOWERY ----------, 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, 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, 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 O.W.LOWERY AND WIFE NELL LOWERY ---------- 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 JOHN U.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 ELDON O. BIRDWELL AND WIFE BESSIE L. BIRDWELL ---------- and O.W.LOWERY AND WIFE NELL LOWERY ----------, hereunto set our hands at NASHVILLE, Tennessee, this the 5TH DAY OF FEB. 1927.

ELDON O. BIRDWELL
BESSIE L. BIRDWELL
O.W.LOWERY
NELL LOWERY

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.
Personally appeared before me, JOHN U.WILSON ----------, a Notary Public in and for said County and State, the within-named ELDON O. BIRDWELL AND WIFE BESSIE L. BIRDWELL ---------- AND O.W.LOWERY AND WIFE NELL LOWERY ----------, 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 O. BIRDWELL AND NELL LOWERY ----------, wi VES of the said ELDON O. BIRDWELL AND O.W.LOWERY ----------, having appeared before me privately and apart from THEIR husband S, the said BESSIE L. BIRDWELL AND NELL LOWERY ----------, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.
Witness my hand and official seal at NASHVILLE ---------- Tennessee, this 5TH day of FEB. 1927.
My commission expires on the 8TH day of OCTOBER, 1928. (SEAL) JOHN U.WILSON. 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.

RECEIVED FEB. 16TH 1927 AT 9-29 A.M.