NUMBER 16932 RECORDED AUGUST 23, 1927. LOUISE PRICE ET AL TO ROY L.RICHARDSON ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SIX THOUSAND DOLLARS of which TWO HUNDRED AND FIFTY DOLLARS has been paid in cash by ROY L.RICHARDSON AND WIFE GRACE EVANS RICHARDSON, the receipt of which is hereby acknowledged, and for the remainder FIFTY SEVEN HUNDRED AND FIFTY DOLLARS, the said ROY L.RICHARDSON AND WIFE GRACE EVANS RICHARDSON HAVE THIS DAY EXECUTED THEIR TWO NOTES FOR TWO HUNDRED AND FIFTY DOLLARS EACH AND DUE 30 AND 60 DAYS FROM DATE, ALSO 59 NOTES FOR FIFTY DOLLARS EACH, THE FIRST ONE OF SAID FIFTY DOLLARS NOTES FALLS DUE ON OR BEFORE SEPTEMBER 1ST 1927, AND ONE ON OR BEFORE THE FIRST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL HAVE BEEN PAID, AND FOR THE REMAINDER ASSUMES A MORTGAGE TO THE AMERICAN TRUST COMPANY FOR TWENTY THREE HUNDRED DOLLARS OF THIS DATE, AND FULLY SET OUT AND DESCRIBED AN DEED OF TRUST RECORDED IN BOOK ____ PAGE ____ R.O.D.C.TENNESSEE.

I declare that I am the true and lawful holder of Note #1 to R.E.Price et al for $2500.00 secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 7th day of Dec. 1936

NASHVILLE TRUST CO.
By W.E.Brewer
Asst Vice Pres.

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, LOUISE PRICE AND HUSBAND R.E.PRICE

have this day bargained and sold, and do hereby transfer and convey unto the said ROY L.RICHARDSON AND WIFE GRACE EVANS RICHARDSON THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTHERLY PART OF LOT NO. 10 OF BLOCK "A" ON THE PLAN OF THE LINDSLEY HOME PLACE, AS OF RECORD IN BOOK NO. 161, PAGE 120, R.O.D.C.TENNESSEE, AND PLAN BOOK NO. 2 PAGE 92 CHANCERY COURT AT NASHVILLE, TENNESSEE.

SAID PART OF LOT NO. 10 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF WOODLAND STREET, AND RUNS BACK BETWEEN PARALLEL LINES, WITH THE WESTERLY MARGIN OF 15TH STREET 150 FEET TO A PRIVATE ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO US BY DEED OF HENRIETTA LINDSLEY AND OTHERS, RECORDED IN BOOK 620, PAGE 179, R.O.D.C.TENNESSEE.

BEING THE SOUTH 87 FEET OF LOT 9 & 10 IN BLOCK "A" IN THE SUBDIVISION OF THE LINDSLEY HOME PLACE, AS OF RECORD IN BOOK 2 PAGE 92, CHANCERY COURT AT NASHVILLE, TENN,

BEGINNING AT THE N.W.CORNER OF 15TH STREET, AND THE FIRST ALLEY SOUTH OF WOODLAND, BEING THE THE S.E.CORNER OF SAID LOT NO. 10; THENCE WITH THE WESTERLY MARGIN OF SAID 15TH STREET NORTHERLY 87 FEET; THENCE WESTWARDLY PARALLEL WITH SAID ALLEY 100 FEET TO THE LINE BETWEEN LOT 8 & 9; THENCE WITH SAID LINE SOUTHERLY 87 FEET TO THE NORTHERLY MARGIN OF SAID ALLEY; THENCE WITH THE NORTHERLY MARGIN OF SAID ALLEY EASTERLY 100 FEET TO THE BEGINNING, AND BEING THE SAME PROPERTY CONVEYED TO LOUISE PRICE BY DEED OF JOHN T.LINDSLEY AND WIFE, RECORDED IN BOOK NO. 655, PAGE 230, R.O.D.C.TENNESSEE.

PURCHASER ASSUMES AND AGREES TO PAY THE STATE AND COUNTY TAXES FOR THE YEAR 1927.

I declare that I am the true and lawful holder of Note #1 to R.E.Price et al for $2500.00 each secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 7th day of Dec. 1936

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ROY L.RICHARDSON AND WIFE GRACE EVANS RICHARDSON THEIR 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 ROY L.RICHARDSON AND WIFE 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 US in hand paid WE, the said ROY L.RICHARDSON AND WIFE GRACE EVANS RICHARDSON, do hereby transfer and convey unto WILLIS H.HAYNES, 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 ROY L.RICHARDSON AND WIFE GRACE EVANS RICHARDSON, 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 ON WOODLAND ST. AND $250.00 ON 15TH ST. 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 ROY L.RICHARDSON AND WIFE GRACE EVANS RICHARDSON, 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 ROY L.RICHARDSON AND WIFE, 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 WILLIS H.HAYNES 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 LOUISE PRICE AND HUSBAND R.E.PRICE and ROY L.RICHARDSON AND WIFE GRACE EVANS RICHARDSON, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST DAY OF AUGUST, 1927

LOUISE PRICE
R.E.PRICE
ROY L.RICHARDSON
GRACE EVANS RICHARDSON

ACK BEFORE N.P.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRANK TURNEVILLE, a Notary Public in and for said County and State, the within-named R.E.PRICE AND WIFE LOUISE PRICE AND ROY L.RICHARDSON AND WIFE GRACE EVANS RICHARDSON the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LOUISE PRICE AND GRACE EVANS RICHARDSON, wi VES of the said R.E.PRICE AND ROY L.RICHARDSON having appeared before me privately and apart from THEIR husbandS, the said LOUISE PRICE AND GRACE EVANS RICHARDSON, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbandS, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 1ST day of AUGUST, 1927.

My commission expires on the 7 day of APR, 1928. (SEAL) FRANK TURNEVILLE 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 AUG. 2, 1927 AT 1.30 P.M.