NUMBER 21264 RECORDED NOV 25 1927 B RICH TO LOU WILLA EWING ET AL

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS of which ONE HUNDRED AND FIFTY & NO/100 DOLLARS has been paid in cash by LOU WILLA EWING AND EDWARD EWING, the receipt of which is hereby acknowledged, and for the remainder OF ONE THOUSAND TWO HUNDRED AND FIFTY & NO/100 DOLLARS, the said LOU WILLING EWING AND EDWARD EWING ha VE GIVEN THEIR 84 PROMISSORY NOTES OF EVEN DATE HEREWITH 83 OF WHICH NOTES ARE FOR FIFTEEN DOLLARS EACH AND ONE FOR FIVE DOLLARS., THE FIRST OF THE FIFTEEN DOLLAR NOTES BEING PAYABLE ONE MMONTH FROM DATE THE SECOND TWO MONTHS AFTER DATE ETC THE LAST ONE OF THE FIFTEEN DOLLAR NOTES PAYABLE 83 MONTHS AFTER DATE THE FIVE DOLLAR NOTE BEING PAYABLE 84 MONTHS AFTER DATE.,

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, B RICH UNMARRIED., have this day bargained and sold, and do hereby transfer and convey unto the said LOU WILLA EWING AND EDWARD EWING, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT #12 AND THE SOUTH 12 FEET OF LOT #10 THAT JOINS LOT #12 ALL BEING OF JOHN LAUNSDEN'S PLAN #2 THE PLAN OF WHICH IS ON RECORD IN PLAN BOOK #57 PAGE 116 IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY TENN., SAID LOT #12 TOGETHER WITH THE ABOVE MENTIONED SOUTH PART OF LOT #10 CONTAIN 37 FEET MORE OR LESS AND FRONT ON THE WEST SIDE OF 2ND AVENUE SOUTH FORMERLY SOUTH MARKET STREET, BEGINNING ON THE NORTH WEST CORNER OF GRAY AND 2ND AVE SOUTH AND RUNNING BACK WESTWARDLY BETWEEN PARALLEL LINES 116 FT AND 10 INCHES MORE OR LESS TO AN ALLEY AND IS KNOWN AS #1313 2ND AVE S IN THE CITY OF NASHVILLE TENN.,

THERE IS UNMETERED WATER ON THIS LOT, WHICH IS ON A PIPE LINE WHICH SUPPLIES VARIOUS HOUSES., THE PURCHASERS HEREBY AGREE TO PAY $3.00 SEMI ANNUALLY TO B RICH FOR WATER AS LONG AS THEY CONTINUE TO GET WATER FROM THIS LINE.,

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and the release of the lien upon the same in full. This 2nd day of Dec 1941

Attest: [illegible] REGISTER
BY [illegible] DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LOU WILLA EWING AND EDWARD EWING, 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 MY SELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said LOU WILLA EWING AND EDWARD EWING 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 ME in hand paid WE, the said LOU WILLA EWING AND EDWARD EWING do hereby transfer and convey unto STELLA RICH, 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 LOU WILLA EWING AND EDWARD EWING, 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 $1000.00 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 LOU WILLA EWING AND EDWARD EWING, 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 LOU WILLA EWING AND EDWARD EWING, 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 STELLA RICH, 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 B RICH and LOU WILLA EWING AND EDWARD EWING, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST DAY OF JUNE 1923, 192

B RICH

LOU WILLA EWING & EDWARD EWING,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, DAVID S MORSE, a Notary Public in and for said County and State, the within-named B RICH UNMARRIED.,

the bargainor, with whom I am personally acquainted, and who acknowledged that HE 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 7 day of JUNE, 1923

My commission expires on the 1 day of JAN, 1924 (SEAL) DAVID S MORSE Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MRS M W HAGGARD, a Notary Public in and for said County and State, the within-named LOU WILLA WHITE FORMERLY LOU WILLA EWING,

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 ____, Tennessee, this 29TH day of OCTOBER, 1927

My commission expires on the 27 day of JULY, 1931 (SEAL) MRS M W HAGGARD Notary Public.

$1.50 U S R S

REC'D NOV 4 1927 AT 2:01 P. M.