NUMBER,,,21049....I.E.GREEN TO T M WADE,, ET UX RECORDED NOV,16,1927.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY SIX HUNDRED AND FIFTEEN($2615.00), DOLLARS of which THREE HUNDRED AND FIFTEEN($315.00), DOLLARS has been paid in cash by TOM WADE AND WIFE,MARY WADE, the receipt of which is hereby acknowledged, and for the remainder TWENTY THREE HUNDRED ($2300.00), DOLLARS the said TOM WADE AND WIFE,MARY WADE,HAVE EXECUTED THEIR ONE HUNDRED AND FIFTEEN(115) PROMISSORY LIEN NOTES IN THE SUM OF TWENTY($20.00),DOLLARS EACH,BEARING DATE OF APRIL,7,1927,AND PAYABLE TO THE ORDER OF I.E.GREEN,THE FIRST ONE OF SAID NOTES IS DUE AND PAYABLE ON OR BEFORE MAY,7, 1927,AND THE OTHERS ONE ON OR BEFORE THE 7TH,DAY OF EACH SUCCEEDING MONTH THEREAFTER,

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 discharge of the lien to secure the same in full. This 12 day of Dec 1936

Attest: [illegible] REGISTER DEPUTY

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,I.E.GREEN,UNMARRIED, have this day bargained and sold, and do hereby transfer and convey, unto the said TOM WADE AND WIFE,MARY WADE,THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY TWENTY-FIVE,(25)FEET OF LOT NO,36 AND THE WESTERLY THIRTEEN(13)FEET OF LOT NO,37,ON THE PLAN OF GEORGE SHIELDS FIRST NORTH NASHVILLE,ADDITION,AS OF RECORD IN BOOK,NO,57, PAGE,62,REGISTERS OFFICE OF DAVIDSON COUNTY,TENNESSEE..;SAID EASTERLY TWENTY-FIVE(25)FEET OF LOT NO,36 AND THE WESTERLY THIRTEEN(13)FEET OF LOT NO,37,FRONT TOGETHER THIRTY-EIGHT (38)FEET ON THE NORTHERLY SIDE OF SCOVEL STREET,FORMERLY MADISON STREET,AND RUN BACK BETWEEN PARALLEL LINES 140 FEET TO AN ALLEY.THIS IS A PART OF THE SAME PROPERTY WHICH WAS CONVEYED TO I.E.GREEN BY WARRANTY DEED FROM J.C.CAMERON AND OTHERS,SAID DEED BEARING DATE OF MARCH,6,1927,AND OF RECORD IN BOOK,NO,739,PAGE,394,REGISTERS OFFICE OF DAVIDSON COUNTY,TENNESSEE..THE PURCHASERS ASSUME AND AGREE TO PAY CITY AND STATE AND COUNTY TAXES ON THE ABOVE DESCRIBED PROPERTY FOR THE YEAR 1927.

TO HAVE AND TO HOLD said real estate with the appurtenances, estate, title, and interest thereto belonging, to the said TOM WADE AND WIFE MARY WADE,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 TOM WADE AND WIFE,MARY WADE,,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 TOM WADE AND WIFE MARY WADE, do hereby transfer and convey unto FLEM B.OTEY,JR, 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 TOM WADE AND WIFE MARY WADE,, 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 $1500.00 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 TOM WADE AND WIFE,MARY WADE, 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 TOM WADE AND WIFE,MARY WADE,THEIR,HEIRS, 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 FLEM B.OTEY,JR, 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 I,E.GREEN,UNMARRIED,, and TOM WADE AND WIFE,MARY WADE, hereunto set our hands at NASHVILLE, Tennessee, this the 7TH, day of APRIL, 19 27.

I.E.GREEN.
TOM WADE & WIFE.
MARY WADE...

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY

Personally appeared before me, GEORGE W.FRAZER, a Notary Public in and for said County and State, the within-named I.E.GREEN UNMARRIED,AND TOM WADE AND WIFE,MARY WADE, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY, executed the within instrument for the purposes therein contained.

And MARY WADE,, wi FE, of the said TOM WADE, having appeared before me privately and apart from HER, husband, the said MARY WADE, 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 11TH, day of APRIL, 1927.

My commission expires on the 7, day of JULY, 1928. (Seal) GEORGE W.FRAZER, Notary Public.

STATE OF TENNESSEE COUNTY OF DAVIDSON,PERSONALLY APPEARED BEFORE ME,AVERY HANDLY,A NOTARY PUBLIC,IN AND FOR SAID STATE AND COUNTY,THE WITHIN NAMED CORA M.HALL,A WIDOW,THE BARGAINOR,WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT SHE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.WITNESS MY HAND AND OFFICIAL

Rec'd Oct-31-1927 at 9:21 O.M.