V NO. 24448 RECORDED FEB 2, 1928. FRANK SWINT ET UX TO ALBERT MELVIN PRIMM ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SEVEN HUNDRED FIFTY ($750.00) AND NO/100 DOLLARS of which ONE HUNDRED ($100.00) AND NO/100 DOLLARS has been paid in cash by ALBERT MELVIN PRIMM AND WIFE KATIE PRIMM, the receipt of which is hereby acknowledged, and for the remainder SIX HUNDRED FIFTY ($650.00) AND NO/100 DOLLARS the said ALBERT MELVIN PRIMM AND WIFE KATIE PRIMM HAVE EXECUTED THEIR THIRTY-TWO JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, THE FIRST THIRTY-ONE OF SAID NOTES BEING FOR $20.00 EACH AND THE LAST NOTE BEING FOR $30.00 THE FIRST ONE OF SAID NOTES FALLS DUE FEB. 23, 1928, AND THE OTHERS MONTHLY THEREAFTER AND PAYABLE TO THE ORDER OF FRANK SWINT AND WIFE, PAULINE GADDY SWINT.

This 32 Notes for $20.00 each, all note for $30.00 as described herein, having been paid in full. U.S. the lawful owner and holder thereof. hereby release the lien retained upon the within described property, held to secure the payment of said notes. This 3 day of 1928
Attest: By D.J.D. Duff Deputy Register

Having note now 1 to 32 incl. for $20.00 each and note for $30.00

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, FRANK SWINT AND WIFE PAULINE GADDY SWINT have this day bargained and sold, and do hereby transfer and convey, unto the said ALBERT MELVIN PRIMM AND WIFE KATIE PRIMM, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY 75 FEET OF THE WESTERLY 150 FEET OF LOT NO. 12 OF BLOCK "B" ON THE PLAN OF THE SUBDIVISION OF THE WEAKLEY HOME PLACE, AS OF RECORD IN BOOK NO. 161, PAGE 131, REGISTERS OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY MARGIN OF WEAKLEY AVENUE 275 FEET EASTERLY FROM PORTER AVENUE OR 16TH STREET, SAID POINT OF BEGINNING BEING THE NORTHEAST CORNER OF THE PROPERTY CONVEYED BY FRANK SWINT AND WIFE TO GEORGE M. GADDY AND WIFE BY DEED RECORDED IN BOOK 796, PAGE 10, REGISTERS OFFICE FOR SAID COUNTY; THENCE EASTERLY WITH SAID MARGIN OF WEAKLEY AVENUE 75 FEET; THENCE SOUTHERLY 260 FEET TO THE LINE BETWEEN LOTS NOS. 12 AND 14, BLOCK "B" OF SAID PLAN; THENCE WESTERLY WITH THE LINE BETWEEN SAID TWO LOTS 75 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID PROPERTY CONVEYED TO SAID GADDY AND WIFE; THENCE WITH THEIR EASTERLY LINE NORTHERLY 270 FEET, MORE OR LESS, TO THE BEGINNING.

BEING PART OF THE SAME PROPERTY CONVEYED TO FRANK SWINT AND WIFE, PAULINE GADDY SWINT BY DEED FROM MRS. NANNIE B. HENKLE, OF RECORD IN BOOK 742, PAGE 245, SAID REGISTERS OFFICE.

PURCHASERS ASSUME AND AGREE TO PAY TAXES FOR THE YEAR 1928.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ALBERT MELVIN PRIMM AND WIFE KATIE PRIMM, 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 ALBERT MELVIN PRIMM AND WIFE KATIE PRIMM 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 ALBERT MELVIN PRIMM AND WIFE KATIE PRIMM do hereby transfer and convey unto HENRY GOODPASTURE, 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 ALBERT MELVIN PRIMM AND WIFE KATIE PRIMM, 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 $_____ 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 ALBERT MELVIN PRIMM AND WIFE KATIE PRIMM, 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 ALBERT MELVIN PRIMM AND WIFE KATIE PRIMM, 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 HENRY GOODPASTURE 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 FRANK SWINT AND WIFE PAULINE GADDY SWINT and ALBERT MELVIN PRIMM AND WIFE KATIE PRIMM, hereunto set our hands at NASHVILLE, Tennessee, this the 23 day of JANUARY, 1928.

FRANK SWINT
PAULING GADDY SWINT
ALBERT MELVIN PRIMM
KATIE PRIMM

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, B.A.BUTLER, a Notary Public in and for said County and State, the within-named FRANK SWINT AND WIFE PAULINE GADDY SWINT AND ALBERT MELVIN PRIMM AND WIFE KATIE PRIMM the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And PAULINE GADDY SWINT AND KATIE PRIMM, wi VES of the said FRANK SWINT AND ALBERT MELVIN PRIMM having appeared before me privately and apart from THEIR husband S, the said PAULINE GADDY SWINT AND KATIE PRIMM, 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 25 day of JAN, 1928.

My commission expires on the 2 DAY of JAN, 1932 (Seal) B.A.BUTLER Notary Public.

RECD JAN 26, 1928 AT 10.50 A.M.