NO. 42017 RECORDED MARCH 22, 1929. JOHN THOMAS ET UX TO MISS VALLIE HUDGINS.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THIRTY-TWO HUNDRED & FIFTY ($3250.00) DOLLARS
of which THIRTEEN HUNDRED & NO/100 ($1300.00) DOLLARS has been paid in cash by
MISS VALLIE HUDGINS, the receipt of which is hereby acknowledged, and for the remainder
NINETEEN HUNDRED, FIFTY ($1950.00) & NO/100 DOLLARS
the said MISS VALLIE HUDGINS,

HAS EXECUTED AND DELIVERED HER 37 LIEN PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF JOHN THOMAS AND THERESA A.THOMAS. THE FIRST ONE OF SAID NOTES IS FOR THE SUM OF $35.75, AND EACH ONE OF THE NEXT SUCCEEDING NOTES RESPECTIVELY THEREAFTER IS FOR AN AMOUNT 1% LESS THAN THE PRECEDING NOTES, EXCEPT THE LAST NOTE (37TH NOTE) WHICH IS FOR THE SUM OF $1019.07. NONE OF SAID NOTES BEARING INTEREST, EXCEPT AFTER MATURITY, AS THE INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE. THE FIRST ONE OF SAID NOTES WILL BE DUE AND PAYABLE APRIL 1ST, 1929, AND THE OTHERS, ONE ON THE FIRST DAY OF EACH AND EVERY SUCCEEDING MONTH RESPECTIVELY THEREAFTER UNTIL ALL ARE PAID:

I declare that I am the true and lawful holder of the claim secured by the within instrument recorded, and hereby acknowledge the same to be satisfied and discharge of the lien to secure the same in full.
This ... day of ..., 1932.

SAID NOTES

providing for payments of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien in expressly retained on the land herein conveyed

JOHN THOMAS AND WIFE THERESA ALVINA THOMAS

have this day bargained and sold, and do hereby transfer and convey, unto the said MISS VALLIE HUDGINS, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.104 IN SHARPE AND CRUTCHER'S ADDITION TO NORTHEAST NASHVILLE, A PLAN OF WHICH IS RECORDED IN BOOK NO.57, PAGE 88, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO.104 FRONTS 50 FEET ON THE EAST SIDE OF NORTH FOURTH STREET (FORMERLY LISCHEY AVE.) AND EXTENDS BACK BETWEEN PARALLEL LINES AND IN AN EASTERLY DIRECTION 165 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO JOHN THOMAS AND WIFE, THERESA ALVINA THOMAS BY DEED OF LIZZIE E.THOMAS (WIDOW OF B.E.THOMAS) AS OF RECORD IN BOOK NO.494, PAGE 211, R.O.D.C.TENN.

THE GRANTEE HEREIN HEREBY ASSUMES AND AGREES TO PAY TAXES ON THE WITHIN CONVEYED PROPERTY FOR THE YEAR 1929.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MISS VALLIE HUDGINS, HER 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 MISS VALLIE HUDGINS, HER 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 non payment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to ME in hand paid I, the said MISS VALLIE HUDGINS do hereby transfer and convey unto ERNEST W.BENZ, 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, the said MISS VALLIE HUDGINS, 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 $2000.00 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.

I further agrees to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments therein, and to pay them when due; and in case I 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 I, the said MISS VALLIE HUDGINS, 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 I fail to pay any of said notes or part thereof promptly at maturity, OR WITHIN SIXTY DAYS THEREAFTER or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, I 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.

I 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. I 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.

3rd. 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 MISS VALLIE HUDGINS, 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 ERNEST W.BENZ 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 JOHN THOMAS AND WIFE THERESA ALVINA HUDGINS and MISS VALLIE HUDGINS, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of MARCH, 1929.

JOHN THOMAS
THERESA ALVINA THOMAS
MISS VALLIE HUDGINS

Acknowledgment Before Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MAX BENZ, JR., a Notary Public in and for said County and State, the within-named JOHN THOMAS AND WIFE THERESA ALVINA THOMAS AND MISS VALLIE HUDGINS, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And THERESA ALVINA THOMAS, wife of the said JOHN THOMAS having appeared before me privately and apart from HER husband, the said THERESA ALVINA THOMAS, 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 12TH day of MARCH, 1929.

My commission expires on the 10 day of JAN, 1931. (Seal) MAX BENZ, JR.,
Notary Public.

RECD MARCH 12, 1929 AT 2.49 P M