NUMBER 42207 RECORDED APRIL 1 1929 M.E.WARD TO L.C.TREVOR

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY SEVEN HUNDRED SEVENTY EIGHT AND 31XTY FIVE ONE HUNDREDTHS DOLLARS

of which ONE HUNDRED AND EIFTY DOLLARS has been paid in cash by LEO C. TREVOR AND WIFE AGNES TREVOR, the receipt of which is hereby acknowledged, and for the remainder OF ($2628.65) TWENTY SIX HUNDRED TWENTY EIGHT AND 65/100 DOLLARS the said LEO C. TREVOR AND WIFE AGNES TREVOR HAVE THIS DAY EXECUTED AND DELIVERED THEIR 105 PROMISSORY NOTES PAYABLE TO THE ORDER OF M.E.WARD AND WIFE PORTIA S.WARD 104 OF WHICH ARE FOR THE SUM OF $25. EACH AND THE LAST 13 FOR THE SUM OF $28.65 THE FIRST BEING DUE ON APRIL 15,1929 AND THE OTHERS BEING DUE ONE EACH MONTH ON THE FIFTEENTH OF THE MONTH THEREAFTER UNTIL ALL ARE DUE.

I declare that I am the true and lawful holder of Note No 1 to 105 inc and secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 1st day of April 1929. Attest: [illegible] DEPUTY REGISTER

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. AND IN FURTHER CONSIDERATION OF THE CONVEYANCE TO US M.E WARD AND WIFE PORTIA S.WARD BY THE SAID LEO C. TREVOR AND WIFE TO LOT NO.109 ON THE W.R.WILSON SUBDIVISION ON 35TH AVENUE NORTH NASHVILLE,TENN ESSEE WE M.E.WARD AND WIFE PORTIA S.WARD have this day bargained and sold, and do hereby transfer and convey, unto the said LEO C. TREVOR AND WIFE ANGES TREVOR,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SITUATED IN CIVIL DISTRICT NO 8 OF SAID COUNTY BEING THE NORTH 75 FEET OF LOTS 17,18 AND 19 IN THE SUBDIVISION OF PART OF LOT NO 16 OF THE OLD NICHOL PROPERTY A PLAN OF WHICH SUB DIVISION IS OF RECORD IN PLAN BOOK NO 2 PAGE 49 CHANCERY COURT AT NASHVILLE,TENNESSEE

SAID NORTH PART OF SAID LOTS NOS 17,18 AND 19 FRONTS 75 FEET ON THE EAST SIDE OF 24TH AVENUE NORTH AND EXTENDS BACK OR EAST BETWEEN PARALLEL LINES 166 FEET THE NORTH LINE BEING THE SOUTH MARGIN OF THE ALLEY BETWEEN SEIFRIED AND ST LOUIS STREETS AND BEING THE SAME PROPERTY CONVEYED TO M.E.WARD AND WIFE PORTIA S.WARD BY DEED OF WILLIAM ARTHUR ALLEN AND WIFE MEOMIE ALLEN OF RECORD IN BOOK NO___ PAGE__ R O D C .,

THE SAID LEO C.TREVOR AND WIFE AGNES TREVOR ASSUME ALL TAXES ON SAID PROPERTY FOR 1929..

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. This 1st day of April 1929. Attest: [illegible] DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LEO C.TREVOR AND WIFE AGNES TREVOR,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 LEO C.TREVOR AND WIFE AGNES TREVOR,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 non payment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE, the said LEO C.TREVOR AND WIFE AGNES TREVOR do hereby transfer and convey unto J.CONNIE COVINGTON., 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 LEO C.TREVOR AND WIFE AGNES TREVOR, 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 FIRE AND WINDSTORM 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 therein, 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 LEO C.TREVOR AND WIFE AGNES TREVOR., 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.

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 LEO C.TREVOR AND WIFE AGNES TREVOR,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 J.CONNIE COVINGTON., 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 M.E.WARD AND WIFE PORTIA S.WARD AND LEO C.TREVOR and WIFE AGNES TREVOR, hereunto set our hands at NASHVILLE, Tennessee, this the 16 day of MARCH, 19 29

M.E.WARD
PORTIA S.WARD
LEO C.TREVOR
AGNES TREVOR

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 ..... day of ....., 1934. Attest: [illegible] DEPUTY REGISTER

Acknowledgment Before Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, G.E.FINNEGAN, a Notary Public in and for said County and State, the within-named M.E.WARD AND WIFE PORTIA S.WARD AND LEO.C.TREVOR AND WIFE AGNES TREVOR the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office in NASHVILLE, Tennessee, this 16TH day of MARCH, 19 29.

And PORTIA S.WARD AND AGNES TREVOR

M.E.WARD AND LEO C.TREVOR RESPECTIVELY having appeared before me privately and apart from THEIR husband S, the said M.E.WARD AND LEO C.TREVOR, 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 office in NASHVILLE, Tennessee, this 16TH day of MARCH, 19 29.

My commission expires on the 26 day of APR, 19 29. (Seal) G.E.FINNEGAN

Notary Public.

I declare that I am the true and lawful holder of Note #1 to 105 inc and secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 1st day of May 1934. COMMERCE UNION BANK By [illegible] Asst Trust Officer Attest: [illegible] DEPUTY REGISTER

I declare that I am the true and lawful holder of Note #1 to 105 inc and secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 1st day of May 1934. Attest: [illegible] DEPUTY REGISTER

RECD MARCH 18 1929 AT 9:50 A.M.