NUMBER 43755 RECORDED MAY 2ND, 1929 SAM WOLF, ET UX TO GEORGE A. SIMS, ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY FOUR HUNDRED ($2400.00) -- DOLLARS of which TWO HUNDRED ($200.00) DOLLARS has been paid in cash by GEORGE A. SIMS AND WIFE CARRIE SIMS, , the receipt of which is hereby acknowledged, and for the remainder TWENTY-TWO HUNDRED ($2200.00) - - - - DOLLARS the said GEORGE A. SIMS AND WIFE CARRIE SIMS HAVE EXECUTED THEIR ONE HUNDRED AND THIRTY-EIGHT (138) JOINT PROMISSORY NOTES, THE FIRST 137 BEING IN THE SUM OF SIXTEEN ($16.00) DOLLARS EACH, AND THE LAST OR 138TH NOTE, BEING IN THE SUM OF EIGHT ($8.00) DOLLARS, ALL BEARING DATE OF APRIL 12, 1929, AND PAYABLE TO THE ORDER OF SAM WOLF AND H. FINEBERG. THE FIRST ONE OF SAID NOTES IS DUE AND PAYABLE ON OR BEFORE MAY 12, 1929, AND THE OTHERS ONE ON OR BEFORE THE 12TH DAY OF EACH SUCCEEDING MONTH THEREAFTER,

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 in expressly retained on the land herein conveyed

WE, SAM WOLF AND WIFE ESTHER WOLF, AND H. FINEBERG AND WIFE BECKIE FINEBERG,

have this day bargained and sold, and do hereby transfer and convey, unto the said GEORGE A. SIMS AND WIFE CARRIE SIMS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE WESTERLY FIFTY (50) FEET OF THE NORTHERLY ONE-HALF OF LOT NO. THREE (3) IN THE SUBDIVISION OF LOT NO. 4 OF THE ELIZABETH HARDING-LYTLE TRACT, AS OF RECORD IN MINUTE BOOK 25, PAGE 453, CHANCERY COURT AT NASHVILLE FOR DAVIDSON COUNTY, TENNESSEE. SAID PART OF LOT NO. THREE (3) FRONTS FIFTY (50) FEET ON THE SOUTHERLY SIDE OF MORENA STREET AND RUNS BACK BETWEEN PARALLEL LINES 162½ FEET TO AN ALLEY.

THIS IS A PART OF THESAME PROPERTY WHICH WAS CONVEYED TO SAM WOLF AND H. FINEBERG WARRANTY DEED FROM DORA BADER, A WIDOW, SAID DEED BEARING DATE OF NOVEMBER 13, 1928, AND OF RECORD IN BOOK NO. 831, PAGE 401, REGISTER'S 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 1929.

I declare that I am the [illegible] recorded, and [illegible] the same in [illegible] This 2 day of [illegible], 1929. [illegible]

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GEORGE A. SIMS AND WIFE CARRIE SIMS, 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 GEORGE A. SIMS AND WIFE CARRIE SIMS, 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 GEORGE A. SIMS AND WIFE CARRIE SIMS do hereby transfer and convey unto RUFUS GANN, , 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 GEORGE A. SIMS AND WIFE CARRIE SIMS, , 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 $ 1800.00 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 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 GEORGE A. SIMS AND WIFE CARRIE SIMS, 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 WITHIN SIXTY DAYS THEREAFTER 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 GEORGE A. SIMS AND WIFE CARRIE SIMS, 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 RUFUS GANN 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 SAM WOLF AND WIFE ESTHER WOLF, AND H. FINEBERG AND WIFE BECKIE FINEBERG AND GEORGE A. SIMS AND WIFE CARRIE SIMS, , hereunto set our hands at NASHVILLE, Tennessee, this the 12TH day of APRIL, 19 29.

SAM WOLF
ESTHER WOLF
H. FINEBERG
BECKIE FINEBERG
GEORGE A. SIMS
CARRIE SIMS

Acknowledgment Before Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, BAXTER CATO, a Notary Public in and for said County and State, the within-named SAM WOLF AND WIFE ESTHER WOLF, AND H. FINEBERG AND WIFE BECKIE FINEBERG, AND GEORGE A. SIMS AND WIFE CARRIE SIMS, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ESTHER WOLF, BECKIE FINEBERG AND CARRIE SIMS, , wives of the said SAM WOLF, H. FINEBERG AND GEORGE A. SIMS, having appeared before me privately and apart from THEIR husbands, the said ESTHER WOLF, BECKIE FINEBERG AND CARRIE SIMS, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbands, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 12TH day of APRIL, 19 29.

My commission expires on the 1ST day of JAN, 19 31. (Seal) BAXTER CATO

Notary Public.

REC'D APRIL 23, 1929 AT 11:01 A.M.