NO. 50495 RECORDED OCT 23, 1929. J.L.WRENNE ETY UX TO R.B.FLOWERS,ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of EIGHTEEN HUNDRED ($1800.00) DOLLARS
of which ONE HUNDRED ($100.00) DOLLARS has been paid in cash by
R.B.FLOWERS AND WIFE, LINA FLOWERS, , the receipt of which is hereby acknowledged, and for the remainder
AMOUNTING TO THE SUM OF SEVENTEEN HUNDRED ($1700.00) DOLLARS
the said R.B.FLOWERS AND WIFE, LINA FLOWERS,

HAVE ASSUMED THE PAYMENT OF A NOTE OF THE UNDERSIGNED J.L.WRENNE FOR $600.00, OF EVEN DATE HEREWITH AND PAYABLE AUGUST 15, 1932, TO THE ORDER OF THOMAS W.WRENNE & COMPANY, TOGETHER WITH SEMI-ANNUAL INTEREST NOTES THEREON, THE PAYMENT OF WHICH NOTE WITH INTEREST NOTES, IS SECURED BY A DEED OF TRUST EXECUTED BY THE UNDERSIGNED J.L.WRENNE AND WIFE, CONVEYING TO D.P.WRENNE,JR., TRUSTEE, THE PROPERTY HEREINAFTER DESCRIBED, WHICH DEED OF TRUST IS RECORDED IN BOOK NO.___ PAGE__,, IN THE REGISTERS OFFICE OF DAVIDSON COUNTY,TENNESSEE.

AND FOR THE BALANCE OF SAID CONSIDERATION, THE SAID R.B.FLOWERS AND WIFE HAVE EXECUTED AND DELIVERED TO THE UNDERSIGNED J.L.WRENNE 72 JOINT AND SEVERAL NOTES FOR $15.00 EACH AND ONE NOTE FOR $20.00, ALL OF EVEN DATE HEREWITH AND PAYABLE IN 73 CONSECUTIVE MONTHLY PAYMENTS, THE FIRST ONE OF SAID NOTES BEING PAYABLE ONE MONTH AFTER DATE;

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, J.L.WRENNE AND WIFE, ANNIE FRANCES WRENNE,

have this day bargained and sold, and do hereby transfer and convey, unto the said

R.B.FLOWERS AND WIFE, LINA FLOWERS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS. 4, (5) 6 AND THE SOUTHERLY PART OF LOT NO.7 ON THE PLAN OF H.N.MYERS SUBDIVISION, OF RECORD IN BOOK NO.21, PAGE 48, IN THE REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE, AND DESCRIBED ACCORDING TO A SURVEY MADE BY W.B.SOUTHGATE, SURVEYOR, AS OF MAY 8, 1924 AS FOLLOWS: BEGINNING AT A POINT IN LOT NO.7 IN SAID SUBDIVISION 40 FEET SOUTHWARDLY FROM THE SOUTHWESTERLY CORNER OF WALSH STREET AND 14TH AVENUE NORTH; RUNNING THENCE IN A SOUTHERLY DIRECTION AND WITH THE WESTERLY MARGIN OF 14TH AVENUE NORTH, 179 FEET TO A POINT BETWEEN LOTS NOS. 3 AND 4 IN SAID SUBDIVISION; THENCE AT RIGHT ANGLES AND IN A WESTERLY DIRECTION WITH SAID LINE BETWEEN LOTS NOS. 3 AND 4, 165 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY SIDE OF AN ALLEY; THENCE AT RIGHT ANGLES AND IN A NORTHERLY DIRECTION AND WITH THE EASTERLY LINE OF SAID ALLEY, 192 FEET TO A POINT IN LOT NO.7, 40 FEET FROM THE SOUTHERLY LINE OF WALSH STREET; THENCE AT RIGHT ANGLES AND PARALLEL WITH WALSH STREET IN AN EASTERLY DIRECTION 165 FEET, MORE OR LESS, TO THE WESTERLY LINE OF 14TH AVENUE NORTH; AND BEING THE SAME PROPERTY CONVEYED TO THE UNDERSIGNED, J.L.WRENNE, BY DEED OF C.E.DOCKERY AND OTHERS, RECORDED IN BOOK NO.821, PAGE 537, IN SAID REGISTERS OFFICE.

IT IS HEREBY AGREED AND UNDERSTOOD AND IS PART OF THE CONSIDERATION HEREOF THAT ALL TAXES ASSESSED AGAINST SAID PROPERTY FOR THE YEAR 1929 SHALL BE PRORATED BY AND BETWEEN THE PARTIES HERETO ACCORDING TO THE DURATION OF OWNERSHIP OF SAID PROPERTY BY SAID PARTIES IN SAID YEAR.

I declare that I am the true and lawful holder of the claim secured by the instrument within mentioned, and hereby acknowledge the satisfaction thereof and discharge of the same in full. This ___ day of ___ 1936

Attest:

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said R.B.FLOWERS AND WIFE, LINA FLOWERS, , -- 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 EXCEPT AS RECITED.

WE further covenant and bind OURSELVES, OUR, heirs and representatives, to warrant and forever defend the title to said real estate to said R.B.FLOWERS AND WIFE, LINA FLOWERS, 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 R.B.FLOWERS, AND WIFE, LINA FLOWERS,

do hereby transfer and convey unto D.P.WRENNE,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 R.B.FLOWERS AND WIFE, LINA FLOWERS, , 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 R.B.FLOWERS AND WIFE, LINA FLOWERS, , 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 R.B.FLOWERS AND WIFE, 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 Trustee, shall be vested in said successor. D.P.WRENNE,JR.,

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 J.L.WRENNE AND WIFE, ANNIE FRANCES WRENNE, and R.B.FLOWERS AND WIFE, LINA FLOWERS, , hereunto set our hands at NASHVILLE , Tennessee, this the 20TH day of AUGUST, , 1929.

J.L.WRENNE
ANNIE FRANCES WRENNE.
R.B.FLOWERS
LINA FLOWERS.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.A.WOODROOF, , a Notary Public in and for said County and ~~State,~~ the within-named R.B.FLOWERS AND WIFE, LINA FLOWERS, the bargainors , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LINA FLOWERS, , wife of the said R.B.FLOWERS, having appeared before me privately and apart from HER husband , the said R.B.FLOWERS, , 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 /N , ~~Tennessee~~, this 27TH day of AUGUST, , 1929.
My commission expires on the 10 day of APRIL , 1932. (Seal) W.A.WOODROOF,
Notary Public.

ACK BEFORE N P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRANK A.SMITH , a Notary Public in and for said County and State, the within-named J.L.WRENNE AND WIFE, ANNIE FRANCES WRENNE, the bargainor s , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ANNIE FRANCES WRENNE, , wife of the said J.L.Wrenne, having appeared before me privately and apart from HER husband , the said J.L.WRENNE, , 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 27TH day of AUGUST, , 1929.
AS NOTARY PUBLIC WTLB
My commission expires on the day of APRIL , 1930. (Seal) FRANK A.SMITH
Notary Public.

REGD SEPT 20, 1929 AT 9.52 A.M.