NO. 57715 RECORDED APRIL 10, 1930. J.W.WRIGHT ET UX TO FRED S.LEE ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SEVENTY-TWO HUNDRED, FIFTY ($7250.00) AND 00/100 DOLLARS of which TWO THOUSAND ($2000.00) AND 00/100 DOLLARS has been paid in cash by FRED S.LEE AND WIFE, EUNICE B.LEE, , the receipt of which is hereby acknowledged, and for the remainder PART OF THIRTY-FIVE HUNDRED ($3500.00) DOLLARS the said FRED S.LEE AND EUNICE B.LEE

ASSUME AND AGREE TO PAY OFF A MORTGAGE NOTE FOR SAID AMOUNT, EXECUTED BY J.W.WRIGHT AND WIFE, IRENE WRIGHT, DATED MAY 24, 1929 AND FALLING DUE THREE YEARS FROM SAID DATE, SECURED BY DEED OF TRUST TO CHARLES F.LOVELL, TRUSTEE, OF RECORD IN BOOK 707, PAGE 557, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, INTEREST ON SAID NOTE PAYABLE SEMI-ANNUALLY, AND FOR THE REMAINDER ($1750.00) THE SAID FRED S.LEE AND EUNICE B.LEE HAVE EXECUTED THEIR 35 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, FOR $50.00 EACH, PAYABLE TO THE ORDER OF J.W.WRIGHT, MONTHLY, WITH INTEREST.

THE FIRST OF SAID NOTES FALLS DUE MAY 1, 1930, AND THE OTHERS, ONE ON THE 1ST., DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID,

PURCHASER AGREES TO PAY ALL TAXES ON THE PROPERTY HEREBY CONVEYED FOR THE YEAR 1930.

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

TO FRED S.LEE AND WIFE, EUNICE B.LEE, WE, J.W.WRIGHT AND WIFE, IRENE WRIGHT,

have this day bargained and sold, and do hereby transfer and convey, unto the said FRED S.LEE AND WIFE, EUNICE B.LEE, THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY 5 FEET OF LOT NO.30 AND THE WESTERLY 45 FEET OF LOT NO.31, ON THE PLAN OF HOUSE & SIMONTON'S SUBDIVISION OF LOTS 1 TO 16 INCLUSIVE IN STRATTON & SEYMOUR'S ADDITION TO EAST NASHVILLE, AS OF RECORD IN BOOK 57, PAGE 137, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID PARTS OF SAID LOTS NOS. 30 AND 31 FRONT TOGETHER 50 FEET ON THE SOUTHERLY SIDE OF MAXWELL AVENUE, AS NOW ESTABLISHED, AND RUN BACK, 171½ FEET, MORE OR LESS, ON THE EASTERLY LINE, AND 175 FEET ON THE WESTERLY LINE TO AN ALLEY, AND MEASURES 50 FEET THEREON, AND BEING THE SAME PROPERTY CONVEYED TO J.W.WRIGHT AND WIFE, IRENE WRIGHT BY DEED FROM O.W.CLIMER AND WIFE, BESSIE JONES CLIMER, OF RECORD IN BOOK 735, PAGE 44, R.O.D.C.TENN.

I declare that I am the true and lawful holder of the claim secured by the instrument herein recorded, and I do hereby acknowledge full satisfaction thereof and discharge of the lien to secure the same in full, this ..... day of ....., 1932.

Attest: W.M.McSpadden REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FRED S.LEE AND WIFE, EUNICE B.LEE, 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 FRED S.LEE AND EUNICE B.LEE, 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 FRED S.LEE AND EUNICE B.LEE,

do hereby transfer and convey unto F.M.LOFTIN, 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 FRED S.LEE AND EUNICE B.LEE, 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 FRED S.LEE AND EUNICE B.LEE, 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. 60 DAYS AFTER

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 FRED S.LEE AND EUNICE B.LEE,, 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 F.M.LOFTIN, 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 J.W.WRIGHT AND WIFE, IRENE WRIGHT, and FRED S.LEE AND WIFE, EUNICE B.LEE, , hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of APRIL, 1930.

J.W.WRIGHT
IRENE WRIGHT
FRED S.LEE
EUNICE B.LEE

ACK BEFORE N P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.W.VAUGHAN, a Notary Public in and for said County and State, the within-named J.W.WRIGHT AND WIFE, IRENE WRIGHT AND FRED S.LEE AND WIFE EUNICE B.LEE the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And IRENE WRIGHT AND EUNICE B.LEE, wi VES of the said J.W.WRIGHT AND FRED S.LEE, having appeared before me privately and apart from THEIR husband S, the said IRENE WRIGHT AND EUNICE B.LEE, , 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 1ST day of APRIL, 1930.

My commission expires on the 5TH day of JULY, 1933. (Seal) J.W.VAUGHAN Notary Public.

RECD APRIL 2, 1930 AT 12.31 P M

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within-named the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

And , wi of the said having appeared before me privately and apart from husband, the said , acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal at , Tennessee, this day of , 19 .

My commission expires on the day of , 19 . (Seal)

Notary Public.