NO. 59341 RECORDED MAY 13, 1930. MAGGIE HYDE ET ALS TO J.D.BUCHANAN ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THIRTEEN HUNDRED AND FIFTY DOLLARS $1350.00 DOLLARS of which FIVE HUNDRED DOLLARS has been paid in cash by JEFF D.BUCHANAN AND WIFE MATILDA BUCHANAN, WHICH MONEY IS TO BE USED TO PAY OFF A CERTAIN MORTGAGE OF $500.00 NOW ON THE PROPERTY, the receipt of which is hereby acknowledged, and for the remainder EIGHT HUNDRED AND FIFTY ($850.00) DOLLARS the said JEFF D.BUCHANAN AND MATILDA BUCHANAN,

HAVE EXECUTED FORTY THREE NOTES OF EVEN DATE HEREWITH FOR THE SUM OF TWENTY DOLLARS EACH, THE LAST NOTE BEING FOR TEN DOLLARS. THE FIRST OF SAID NOTES FALLS DUE JUNE 1ST, 1930, AND THE REMAINDER MONTHLY THEREAFTER, CONSECUTIVELY; THE SAID NOTES DO NOT BEAR INTEREST UNTIL AFTER MATURITY.

SAID NOTES ARE MADE PAYABLE TO THE ORDER OF AMANDA COLLINS, ET UX

~~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, MAGGIE HYDE AND HER HUSBAND PRIMUS HYDE, ARMANDA COLLINS, A WIDOW AND EMMA PORTER JAMES, A MARRIED WOMAN LIVING SEPARATE AND APART FROM HER HUSBAND, ALL THE HEIRS OF CARRIE A.COLLINS, have this day bargained and sold, and do hereby transfer and convey, unto the said JEFF D.BUCHANAN AND WIFE, MATILDA BUCHANAN, THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.355 IN THE SUB.DIV. OF THE HEFFERNAN PLACE AS OF RECORD IN BOOK 161, PAGE 138 R.O.D.C.TENN.

SAID LOT NO.355 FRONTS 50 FT. ON THE EASTERLY MARGIN OF 28TH AVENUE NORTH, (FORMERLY MCLAUGHLIN STREET) AND RUNS BACK BETWEEN PARALLEL LINES 150 FT. TO AN ALLEY.

AND BEING THE SAME PROPERTY CONVEYED BY L.H.DAVIS AND WIFE, TO CARRIE A.COLLINS, BY DEED RECORDED IN BOOK NO.658, PAGE 673, R.O.D.C.TENN.

AMANDA COLLINS ALSO CONVEYS AS EXECUTRIX OF THE BILL OF CARRIE A.COLLINS, DEC'D.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JEFF D.BUCHANAN AND WIFE, MATILDA BUCHANAN, 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 JEFF D.BUCHANAN AND WIFE, MATILDA BUCHANAN, 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 -- in hand paid WE, the said JEFF D.BUCHANAN AND MATILDA BUCHANAN,

do hereby transfer and convey unto W.D.HAWKINS, 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 JEFF D.BUCHANAN AND WIFE MATILDA BUCHANAN, 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 $1000.00 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 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 JEFF D.BUCHANAN AND MATILDA BUCHANAN, 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 AND THE SAME SHALL REMAIN UNPAID 90 DAYS, 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 NINETY 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 JEFF D.BUCHANAN AND MATILDA BUCHANAN, 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. W.D.HAWKINS,

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 MAGGIE C.HYDE, PRIMUS HYDE, ARMANDA COLLINS & EMMA PORTER JAMES, and JEFF D.BUCHANAN AND WIFE, MATILDA BUCHANAN, hereunto set our hands at NASHVILLE, Tennessee, this the 23 day of APRIL, 19 30

MAGGIE C.HYDE SIGNS AT CHICAGO, ILL.

MAGGIE C.HYDE
PRIMUS HYDE
AMANDA COLLINS
EMMA PORTER JAMES
AMANDA COLLINS EXECUTRIX OF THE WILL OF CARRIE A.COLLINS

ACK BEFORE N P
STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, AMBROSE BENNETT, a Notary Public in and for said County and State, the within-named AMANDA COLLINS, A WIDOW, AND EMMA PORTER JAMES, A MARRIED WOMAN WHO MAKES AFFIDAVIT THAT HER HUSBAND HAS ABANDONED HER AND AMANDA COLLINS AS EXECUTRIX OF THE WILL OF CARRIE A COLLINS, DEC'D the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And EMMA PORTER JAMES, wife of the said WILL JAMES, having appeared before me privately and apart from HER husband, the said EMMA PORTER JAMES, 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 1ST day of MAY, 19 30.

My commission expires on the 11 day of APRIL, 19 34. (Seal) AMBROSE BENNETT
Notary Public.

ACK BEFORE N P
STATE OF ILLINOIS, COOK COUNTY.

Personally appeared before me, ODESSA B.KENNEDY, a Notary Public in and for said County and State, the within-named MAGGIE C.HYDE, AND HER HUSBAND PRIMUS HYDE, TWO OF, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MAGGIE C.HYDE, wife of the said PRIMUS HYDE, having appeared before me privately and apart from HER husband, the said MAGGIE C.HYDE, 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 CHICAGO, ILLINOIS, ~~Tennessee~~, this 28TH day of APRIL, 19 30.

My commission expires on the -- day of -- --, 19-- . (Seal) ODESSA B.KENNEDY
Notary Public.

RECD MAY 9, 1930 AT 1.50 P M