NO. 45934 RECORDED JUNE 27, 1929. JOHN G.GILMORE ET UX TO DEED FRED D.HUDSON ET U X.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SIXTEEN HUNDRED ($1600.00) NO/100 DOLLARS
of which ONE HUNDRED NO/100 DOLLARS has been paid in cash by
FRED D.HUDSON AND WIFE EMMA HUDSON, , the receipt of which is hereby acknowledged, and for the remainder
OF FIFTEEN HUNDRED ($1500.00) NO/100 DOLLARS
the said FRED D.HUDSON AND WIFE EMMA HUDSON

HAVE EXECUTED AND DELIVERED THEIR 100 LIEN JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, THE FIRST NOTE IN THE SUM OF $22.50 AND FALLING DUE JULY 5TH, 1929, ALL OTHERS DECREASING 7½ CENTS A MONTH AND MONTHLY THEREAFTER UNTIL ALL ARE FULLY PAID AND NONE OF SAID SERIES OF NOTES BEAR INTEREST UNTIL AFTER MATURITY AS THE INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE, ALL NOTES EXECUTED TO THE ORDER OF JOHN G.GILMORE.

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 2nd day of July, 1936
Attest: [signature] DEPUTY REGISTER
[signature]

a[illegible]e, 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, JOHN G.GILMORE AND WIFE ROSE GILMORE,

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

FRED D.HUDSON AND WIFE EMMA HUDSON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.22 OF BLOCK B IN HERMITAGE ADDITION TO NASHVILLE,TENNESSEE, A PLAN OF WHICH IS RECORDED IN BOOK NO.57, PAGES 42 AND 43, R.O.D.C.TENNESSEE. SAID LOT NO.22 FRONTS 50 FEET ON THE NORTH SIDE OF FAIN STREET AND RUNNING NORTHWARDLY 160 FEET TO A 20 FOOT ALLEY. THE WEST LINE OF SAID LOT NO.22 BEING 330-3 FEET FROM THE NORTHEAST CORNER OF FAIRFIELD A VENUE AND FAIN STREET AND BEING THE SAME PROPERTY CONVEYED TO JOHN G.GILMORE AND WIFE ROSE GILMORE BY DAVID S.LANSDEN AND WIFE LAYDE FRANCES LANSDEN BY DEED OF RECORD IN BOOK NO.714, PAGE 57, R.O.D.C.TENNESSEE.

THE PURCHASERS ASSUMES AND AGREES TO PAY CITY, STATE AND COUNTY TAXES FOR THE YEAR 1929.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FRED D.HUDSON AND WIFE EMMA HUDSON, , 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 D.HUDSON AND WIFE EMMA HUDSON, 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 D.HUDSON AND WIFE EMMA HUDSON,

do hereby transfer and convey unto JOHN W.NOLAN, , 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 D.HUDSON AND WIFE EMMA HUDSON, , 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 $ 1500.00 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 FRED D.HUDSON AND WIFE EMMA HUDSON, , 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 FRED D.HUDSON AND WIFE EMMA HUDSON,,,, 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. JOHN W.NOLAN,

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 JOHN G.GILMORE AND WIFE ROSE GILMORE and FRED D.HUDSON AND WIFE EMMA HUDSON, , hereunto set our hands at NASHVILLE, Tennessee, this the 10TH day of JUNE, 1929.

JOHN G.GILMORE
ROSE GILMORE
FRED D.HUDSON,
EMMA HUDSON

ACK BEFORE N P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JNO.W.NOLAN, a Notary Public in and for said County and State, the within-named JOHN G.GILMORE AND WIFE ROSE GILMORE AND FRED D.HUDSON AND WIFE EMMA HUDSON, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ROSE GILMORE AND EMMA HUDSON, , wives of the said JOHN G.GILMORE AND FRED D.HUDSON, having appeared before me privately and apart from THEIR husbands, the said ROSE GILMORE AND EMMA HUDSON, , 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 13TH day of JUNE, 1929.
My commission expires on the 11TH day of JANUARY, 1930. (Seal) JNO.W.NOLAN
Notary Public.

RECD JUNE 14, 1929 AT 11.10 A.M.