NO. 50350 RECORDED SEPT 17, 1929. BISCOE GRIFFITH ET UX TO MINOR R.FULGHUM.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($2750.00) TWENTY-SEVEN HUNDRED & FIFTY & NO/100 DOLLARS of which FIVE HUNDRED ($500.00) DOLLARS has been paid in cash by MINOR R.FULGHUM, UNMARRIED, OF LAWFUL AGE, , the receipt of which is hereby acknowledged, and ~~for the remainder~~ GRANTEE ASSUMES AND AGREES TO PAY AN ENCUMBRANCE, ON THE PROPERTY HEREINAFTER CONVEYED~~/////~~/ FOR FOURTEEN HUNDRED DOLLARS ($1400.00)., the said ENCUMBRANCE, BEING SECURED BY DEED OF TRUST TO E.E.MURRAY, TRUSTEE FOR THE AMERICAN TRUST CO., OF RECORD IN BOOK 706, PAGE 14, OF THE R.O.D.C.TENNESSEE. SAID TRUST DEED WAS EXECUTED MARCH 1ST, 1928., AND BEAR INTEREST AT 6 PERCENT PER ANNUM, PAYABLE SEMI-ANNUALLY., AND FOR THE BALANCE OF REMAINDER OF $850.00 THE SAID MINOR R.FULGHUM, HAS EXECUTED HIS 34 PROMISSORY NOTES, OF EVEN DATE HEREWITH, FOR $25.00 EACH. THE FIRST NOTE IS DUE AND PAYABLE ON OR BEFORE ONE MONTH FROM SEPT 16TH 1929., AND ONE NOTE IS DUE AND PAYABLE MONTHLY THEREAFTER WITH INTEREST UNTIL ALL OF SAID NOTES HAVE BEEN PAID IN FULL.

THE ABOVE DESCRIBED 34 NOTES FOR $25.00 EACH, ARE A SECOND LIEN TO THE $1400.00 LOAN AGAINST SAID PROPERTY., AND ARE TO REMAIN AS SUCH SO LONG AS ABOVE LOAN IS ON SAID PROPERTY.

The entire debt secured herein having been paid in full to me, I hereby release the lien on the within described property, held to secure the payment of said debt. This 22 day of Sept. 1930.
Attest: W.R.Purvis, Deputy Register

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, BISCOE GRIFFITH AND WIFE INEZ GRIFFITH,

have this day bargained and sold, and do hereby transfer and convey, unto the said MINOR R.FULGHUM, UNMARRIED, HIS, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING KNOWN AND DESCRIBED AS LOT NO.7 IN THE SUBDIVISION OF LOT NO.258 IN BOYD'S ADDITION TO NASHVILLE,TENN., THE PLAN OF WHICH IS OF RECORD IN BOOK 21, PAGE 67, OF THE R.O.D.C.TENN.

SAID LOT FRONTS FIFTY (50) FEET ON THE SOUTHERLY SIDE OF PATTERSON STREET, FORMERLY CUMBERLAND STREET, AND RUNS BACK BETWEEN PARALLEL LINES 170 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO GRANTORS BY DEED FROM ROBERT EDWARDS ET UX AS OF RECORD IN BOOK 772, PAGE 294, OF THE R.O.D.C.TENN.

POSSESSION ON AND AFTER DELIVERY OF DEED.

GRANTEE ASSUMES 1929 STATE & COUNTY TAXES.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MINOR R.FULGHUM, UNMARRIED, HIS heirs and assigns, forever, WE covenant that WE 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 MINOR R.FULGHUM, HIS 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 ME in hand paid I, the said MINOR R.FULGHUM,

do hereby transfer and convey unto ROBERT S.WEBB, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I, the said MINOR R.FULGHUM, 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 $ 2250. 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.

I 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 I 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 I, the said MINOR R.FULGHUM, 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 I 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, I 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. , shall pay the WITHIN SIXTY DAYS' AFTER

I 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. I 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 ME, OR MY ORDER, 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. ROBERT S.WEBB,

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 BISCOE GRIFFITH AND WIFE INEZ GRIFFITH and MINOR R.FULGHUM, at NASHVILLE, Tennessee, this the 16TH day of SEPT. , 1929.

BISCOE GRIFFITH
INEZ GRIFFITH
MINOR R.FULGHUM

ACK BEFORE N P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.RUFUS PARDUE, , a Notary Public in and for said County and State, the within-named BISCOE GRIFFITH & WIFE INEZ GRIFFITH, AND MINOR R.FULGHUM AN UNMARRIED MAN, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And INEZ GRIFFITH, , wife of the said BISCOE GRIFFITH, having appeared before me privately and apart from HER husband, the said INEZ GRIFFITH, , 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 16 day of SEPT. , 1929.

My commission expires on the 12 day of OCT , 1931. (Seal) W.RUFUS PARDUE, Notary Public.

RECD SEPT 17, 1929 AT 10.32 A.M.