NUMBER 50670 RECORDED SEPT 25,1929 C.A.LAFEVER ET UX TO M.S.CAYCE

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FORTY SIX HUNDRED FIFTY ($4650.00) DOLLARS

of which THREE HUNDRED ($300.00) DOLLARS has been paid in cash by M.S.CAYCE, the receipt of which is hereby acknowledged, and for the remainder OF FORTY THREE HUNDRED FIFTY ($4350.00) DOLLARS

the said M.S.CAYCE

HAS ASSUMED AND AGREES TO PAY A LOAN FOR THE SUM OF $2500.00 PAYABLE ON JUNE 15,1932 WITH INTEREST TO THOS W.WRENNE & CO. SECURED BY DEED OF TRUST ON THE PROPERTY HEREIN CONVEYED AND FOR THE BALANCE OF $1850.00 THE SAID M.S.CAYCE HAS EXECUTED HIS PROMISSORY NOTES OF EVEN DATE HEREWITH SIXTY TWO (62) IN NUMBER THE FIRST BEING DUE NOVEMBER 1ST 1929 AND ONE ON THE 1ST DAY OF EACH MONTH THERE AFTER UNTIL ALL ARE DUE THE FIRST NOTE IS FOR THE SUM OF $43.88 THE SECOND NOTE FOR THE SUM OF $39.10 AND EACH NOTE IS FIFTEEN CENTS LESS THAN THE PRECEDING FROM THE SECOND TO THE SIXTY FIRST NOTE; SAID SIXTY FIRST NOTE BEING FOR THE SUM OF $30.25 AND THE SIXTY SECOND AND LAST NOTE IS FOR THE SUM OF $20.10 SAID NOTES DO NOT BEAR INTEREST UNTIL AFTER MATURITY THE INTEREST HAVING BEEN COMPUTED AND ADDED TO THE FACE OF THE NOTES.

all of said notes bearing six per cent. interest from MATURITY, 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 C.A.LAFEVER AND WIFE HATTIE LAFEVER

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

BEING THE EASTERN ONE HALF OF LOT NO 17 ON THE PLAN OF INGLEWOOD PLACE. AS OF RECORD IN BOOK NO 332 PAGE 101 REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE

SAID EASTERN ONE HALF OF LOT NO 17 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF KIRKLAND AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 264 ON THE WEST SIDE AND 261.4 FEET ON THE EAST SIDE TO A DEAD LINE AND MEASURES 50 FEET ON SAID LINE AND BEING THE SAME PROPERTY CONVEYED TO C.A.LAFEVER BY G.G.WILSON AND WIFE BY DEED OF RECORD IN BOOK 766 PAGE.750 R O D C TENNESSEE

THE SAID M.S.CAYCE THE GRANTEE HEREIN ASSUMES TAXES FOR THE YEAR 1929 AND THE INSURANCE CONTRACT WITH THOS W.WRENNE & CO., WHICH PROVIDES FOR A PAYMENT OF $25.00 PER YEAR

The entire debt secured herein having been paid in full to us the lawful owners and holders thereof, we hereby release the lien on the land described herein and direct the Register to enter satisfaction of same of record. This 24th day of Sept. 1929.

GENERAL SECURITY CO.,

ATTEST: [illegible] Secretary

By: [illegible] Deputy Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said M.S.CAYCE, HIS 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 M.S.CAYCE, 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 US in hand paid I, the said M.S.CAYCE

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

I, the said M.S.CAYCE, 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 $ 3000.00 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.

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 M.S.CAYCE, 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 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.

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 LEGAL 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. G.G.WILSON.,

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 C.A.LAFEVER AND WIFE HATTIE LAFEVER and M.S.CAYCE AN UNMARRIED MAN, hereunto set our hands at NASHVILLE, Tennessee, this the 14 day of SEPTEMBER, 19 29

C.A.LAFEVER
HATTIE LAFEVER
M.S.CAYCE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, AMOS L.EDWARDS, a Notary Public in and for said County and State, the within-named C.A.LAFEVER AND WIFE HATTIE LAFEVER AND M.S.CAYCE 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 HATTIE LAFEVER, wife of the said C.A.LAFEVER having appeared before me privately and apart from HER husband, the said HATTIE LAFEVER, 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 19TH day of SEPT, 19 29.

My commission expires on the 15 day of JAN, 19 32

(Seal) AMOS L.EDWARDS
Notary Public.

REC'D SEPT 24,1929 AT 2:43 P.M.