NUMBER 50286 RECORDED OCT 7,1929 LEE MCMAHON,ET UX TO CARL E. THOMPSON,ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY THREE HUNDRED AND FIFTY ($2350.00) DOLLARS of which FIVE HUNDRED ($500.00) DOLLARS DOLLARS has been paid in cash by CARL E. THOMPSON AND WIFE, JEANETTE THOMPSON , the receipt of which is hereby acknowledged, and for the remainder EIGHTEEN HUNDRED AND FIFTY ($1850.00) DOLLARS - - - - - DOLLARS the said CARL E. THOMPSON AND WIFE JEANNETTE THOMPSON HAVE EXECUTED SEVEN FOUR (74) PROMISSORY NOTES FOR TWENTY-FIVE ($25.00) DOLLARS EACH, OF EVEN DATE HEREWITH ,PAYABLE TO THE ORDER OF LEE MCMAHON AND WIFE, LULA MCMAHON,AND BEARING SIX PER CENT INTEREST FROM DATE, WITH LIEN RETAINED ON THE PROPERTY HEREIN CONVEYED TO SECURE THEIR PAYMENT. THE FIRST ONE OF SAID NOTES FALLS DUE MAY 5TH,1929, AND THE OTHERS ON THE ___ DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID, ALL OF SAID NOTES PROVIDE FOR THE PAYMENT OF ATTORNEY'S FEES.

Sept 17 1929 - 3 P.M.

The Note S due ... for $ 25.00 each, as described herein, having been paid in full, to the present ... the lawful owner ... and holder ... thereof ... I do hereby release the lien ... upon the within described property, held to secure payment of said note. This ... day of ... 19..

Attest: ... By: ... Deputy Register

Sept 17 1929 - 3 P.M.

I declare that I am the true and lawful holder of 4 of the notes secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 27 day of Sept 1929

Attest: ... DEPUTY REGISTER

NASHVILLE TRUST CO. BY ... Asst. Secy.

LEE MCMAHON AND WIFE, LULA MCMAHON

have this day bargained and sold, and do hereby transfer and convey, unto the said CARL E. THOMPSON AND WIFE, JEANETTE THOMPSON,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, ~~XXXXXXX~~ CONSISTING OF TWO LOTS,AS FOLLOWS, TO WIT :

LOT 215 ON THE PLAN OF GRANDVIEW HEIGHTS, AS OF RECORD IN BOOK NO.161, PAGES 14 AND 15 RODC,TENNESSEE.

SAID LOT NO.215 FRONTS FIFTY (50) FEET ON THE WESTERLY SIDE OF CRUZEN AVENUE AND RUNS BACK BETWEEN PARALLEL LINES,WITH THE NORTHERLY MARGIN OF LONGVIEW STREET ONE HUNDRED AND FIFTY (150) FEET TO AN ALLEY,AND BEING THE SAME PROPERTY CONVEYED TO L.W.MCMAHON AND WIFE LULA MCMAHON, FROM C.O.GRIFFIN AND WIFE, RECORDED IN BOOK NO.597,PAGE 87,RODC,TENNESSEE.

LOT NO.216 ON THE PLAN OF GRANDVIEW HEIGHTS, AS OF RECORD IN BOOK 161, PAGES 14 AND 15 R.O.D.C.,TENNESSEE.

SAID LOT NO. 216 FRONTS FIFTY (50) FEET ON THE WESTERLY SIDE OF CRUZEN STREET AND RUNS BACK BETWEEN PARALLEL LINES A HUNDRED AND FIFTY (150) FEET TO AN ALLEY,AND BEING THE SAME LOT CONVEYED TO LEE MCMAHON AND WIFE, LULA MCMAHON, FROM ETHEL S. NEWSOM AND A.W. NEWSOM,RECORDED IN BOOK NO.545, PAGE 650,RODC,TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CARL E. THOMPSON AND WIFE, JEANETTE THOMPSON,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 CARL E. THOMPSON AND WIFE, JEANETTE THOMPSON,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 ME IN hand paid WE , the said LEE MCMAHON AND WIFE, LULA MCMAHON,

do hereby transfer and convey unto BROWN TAYLOR , 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 CARL E. THOMPSON AND WIFE, JEANETTE THOMPSON, , 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 CARL E. THOMPSON AND WIFE, JEANETTE THOMPSON, , 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 CARL E. THOMPSON AND WIFE, JEANETTE THOMPSON,THEIR 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 BROWN TAYLOR 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 LEE MCMAHON AND WIFE, LULA MCMAHON and CARL E. THOMPSON AND WIFE, JEANETTE THOMPSON, , hereunto set our hands at NASHVILLE , Tennessee, this the 5TH day of APRIL , 1929.

LEE MCMAHON
LULA MCMAHON
CARL E. THOMPSON
JEANETTE THOMPSON

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.T. GAITHER , a Notary Public in and for said County and State, the within-named LEE MCMAHON AND WIFE, LULA MCMAHON,AND CARL E. THOMPSON AND WIFE, JEANETTE THOMPSON, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ~~XXXX~~ LULA MCMAHON AND JEANETTE THOMPSON ,THE WIVES XXXX of the said LEE MCMAHON AND CARL E. THOMPSON having appeared before me privately and apart from THEIR husband S , the said LULA MCMAHON AND JEANETTE THOMPSON , 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 5 day of APR 1929. XXXXX , 19

My commission expires on the ~~XXXXXXXXXX~~ 10/11/32. , 19 . (Seal) W.T. GAITHER

Notary Public.

FREC'D SEPT 16,1929 AT 9:40 A.M.