NO. 52106 RECORDED NOV. 4, 1929. MRS.JNO.LEIPER ET AL TO MISS MYRA MAY ANDERSON.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND, DOLLARS
of which TWO HUNDRED DOLLARS has been paid in cash by
MYRA MAY ANDERSON (UNMARRIED,) , the receipt of which is hereby acknowledged, and for the remainder
OF TWO THOUSAND EIGHT HUNDRED, DOLLARS
the said MYRA MAY ANDERSON,
HAS EXECUTED AND DELIVERED TO THE UNDERSIGNED 112 PROMISSORY NOTES, OF EVEN DATE HEREWITH, FALLING DUE AND PAYABLE, ON OR BEFORE THE 9TH., OF EACH AND EVERY MONTH, SUCCESSIVELY, FOR $25.00 EACH, THE FIRST OF SAID NOTES FALLING DUE, ON OR BEFORE NOVEMBER 9TH., 1929, ALL PAYABLE TO THE UNDERSIGNED, AS FOLLOWS:-
NOTES NOS. 1 TO 4 INCLUSIVE, 21 TO 24 INCLUSIVE, 41 TO 45 INCLUSIVE, PAYABLE TO THE ORDER OF MRS. LUCILE H. FRICK.
NOTES NOS. 5 TO 8 INCLUSIVE 25 TO 28, INCLUSIVE; 46 TO 61 INCLUSIVE, PAYABLE TO THE ORDER OF MRS.K.V.S.LEIPER.
NOTES NOS. 9 TO 12, 29 TO 32 INCLUSIVE, INCLUSIVE, 62 TO 77 INCLUSIVE, PAYABLE TO THE ORDER OF MRS. LUCILE S.SPARKS.
NOTES NOS. 13 TO 16 INCLUSIVE 33 TO 36, INCLUSIVE, 83 TO 112 INCLUSIVE, PAYABLE TO THE ORDER OF WILLIAM E.CANNADY, AND NOTES NOS. 17 TO 20 INCLUSIVE, 37 TO 40 INCLUSIVE; AND 78 TO 82 INCLUSIVE PAYABLE TO THE ORDER OF MRS.KATHERINE H.BOSTELMAN, AND,,

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 / JOHN LEIPER, MRS.LUCILE S.SPARKS AND HUSBAND, JESSE W.SPARKS, MRS.LUCILE H.FRICK AND HUSBAND, RAYMOND FRICK, AND MRS.KATHERINE H.BOSTELMAN AND HUSBAND ERNEST BOSTELMAN,

WE, THE UNDERSIGNED, WILLIAM E.CANNADY AND WIFE, MRS.MAUDE CANNADY, MRS.K.V.S.LEIPER AND HUSBAND, have this day bargained and sold, and do hereby transfer and convey, unto the said MYRA MAY ANDERSON, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LOCATED IN THE CITY OF NASHVILLE, AND BEING LOTS NOS. 17 AND 18 IN W.B.COOPER'S SUBDIVISION, AS RECORDED IN PLAN BOOK 57, PAGE 39, R.O.D.C. SAID LOTS ARE SITUATED ON THE EAST CORNER OF CLIFTON AVENUE, (FORMERLY CLIFTON PIKE,) AND 21ST. AVENUE,(FORMERLY LINE STREET,) FRONTING FIFTY FEET EACH ON CLIFTON AVENUE AND RUNNING BACK BETWEEN PARALLEL LINES 180 FEET TO AN ALLEY.
SAME IS THE PROPERTY CONVEYED BY A.F.WHITMAN AND WIFE, MRS.DORA WHITMAN, BY GENERAL WARRANTY DEED DATED DECEMBER 1ST., 1910 AND RECORDED IN BOOK NO.405, PAGE 681, R.O.D.C., TO S.T.SATTERWHITE, W.H.B.SATTERWHITE AND MRS.LUCY A.CANNADY, AND THE SAME, IN WHICH W.H.B.SATTERWHITE CONVEYED HIS INTEREST TO S.T.SATTERWHITE, BY GENERAL WARRANTY DEED DATED 12 DAY OF MAY, 1912, AND RECORDED IN BOOK 425, PAGE 322, R.O.D.C., TO ALL OF WHICH DEEDS REFERENCE IS HERE MADE.
THE SAID S.T.SATTERWHITE DIED 18 DAY OF DECEMBER, 1912, LEAVING MRS.K.V.S.LEIPER, MRS.ANNIE S.HENRY, NOW DEAD, SURVIVED BY MRS.KATHERINE H.BOSTELMAN AND MRS. LUCILE H.FRICK AS HER ONLY CHILDREN AND HEIRS, MRS.LUCILE S. SPARKS, AS HIS ONLY CHILDREN AND HEIRS AND MRS.LUCY A.CANNADY DIED ___ DAY OF ___, 19___ LEAVING WILLIAM E.CANNADY AS HER ONLY CHILD AND HEIR, ALL OF WHOM, ARE THE UNDERSIGNED, AND EXECUTE THIS DEED.

THE ABOVE DESCRIBED PREMISES, NOR ANY PART THEREOF, SHALL NOT BE SOLD, ALIENATED, CONVEYED OR DEVISED TO ANY PERSONS OF AFRICAN DESCENT, AND NO PERSON OF AFRICAN DESCENT SHALL OWN OR ACQUIRE TITLE, THERETO, OR OTHERWISE, OR AS TENANTS OR LESSEES OF ANY PART THEREOF, BUT THIS RESTRICTION SHALL NOT PRECLUDE PERSONS OF AFRICAN DESCENT LIVING ON SAID PREMISES AS SERVANTS ONLY AND THIS RESTRICTION SHALL FOLLOW THE LAND FOR TWENTY FIVE YEARS.

STATE OF NEW YORK, COUNTY OF WESTCHESTER.
PERSONALLY APPEARED BEFORE ME, GLENTWORTH B.HART, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED W.E.CANNADY, WILLIAM E.CANNADY, THE BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT HE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
AND MAUDE A.CANNADY HIS WIFE, OF THE SAID WILLIAM E.CANNADY, HAVING APPEARED BEFORE ME PRIVATELY AND APART FROM HER HUSBAND, THE SAID WILLIAM E.CANNADY, 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 YONKERS, NY COUNTY OF WESTCHESTER, THIS 14TH DAY OF OCTOBER, 1929.
(SEAL) GLENTWORTH B.HART, NOTARY PUBLIC.
STATE OF NEW YORK COUNTY OF WESTCHESTER.,
COMMISSION EXPIRES MARCH 30TH, 1931.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MYRA MAY ANDERSON, HER 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 MYRA MAY ANDERSON, HER 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 WILLIAM E.CANNADY AND WIFE, MAUDE, MRS.K.V.S.LEIPER AND HUSBAND, JOHN LEIPER, MRS.LUCILE S.SPARKS AND HUSBAND, JESSE W.SPARKS, AND MRS.LUCILE H.FRICK AND HUSBAND, RAYMOND FRICK, AND MRS.KATHERINE H.BOSTELMAN AND HUSBAND ERNEST BOSTELMAN,

do hereby transfer and convey unto ERNEST BOSTELMAN, Trustee, his successors and assigns, the real estate hereinbefore described; with the appertenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

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 3rd day of Dec 1936
Attest: Wm Ward Leiper
REGISTER DEPUTY

I, the said MYRA MAY ANDERSON, 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 $2000. AND CARRY TORNADO INSURANCE FOR $1000. 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 MYRA MAY ANDERSON, 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 SIX 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, IF 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 THE UNDERSIGNED MYRA MAY ANDERSON, HER 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 ERNEST BOSTELMAN, 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 WILLIAM E.CANNADY AND WIFE, MAUDE, MRS.K.V.S.LEIPER, AND HUSBAND, JOHN LEIPER, MRS.LUCILE S.SPARKS AND HUSBAND JESSIE W.SPARKS, and MRS.LUCILE H.FRICK AND HUSBAND RAYMOND FRICK, AND MRS.KATHERINE H.BOSTELMAN AND HUSBAND ERNEST BOSTELMAN, hereunto set our hands at NASHVILLE, Tennessee, this the 9TH day of OCTOBER, 1929.

MRS.K.V.S.LEIPER — WILLIAM E.CANNADY
JOHN LEIPER — W.E.CANNADY
MRS.KATHERINE H.BOSTELMAN — MAUDE A.CANNADY
ERNEST BOSTELMAN — LUCILE H.FRICK
MRS.LUCILE S.SPARKS, — RAYMOND FRICK
JESSE W.SPARKS — MYRA MAY ANDERSON

ACK BEFORE N P
STATE OF TENNESSEE, DAVIDSON COUNTY.
Personally appeared before me, MARGUERITE GIBBONS, a Notary Public in and for said County and State, the within-named MRS.K.V.S.LEIPER, JOHN LEIPER, MRS.LUCILE S.SPARKS, JESSE W.SPARKS, MRS. KATHERINE M.BOSTELMAN AND ERNEST BOSTELMAN AND MYRA MAY ANDERSON, (UNMARRIED), the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MRS.K.V.S.LEIPER, MRS.LUCILE S.SPARKS AND MRS.KATHERINE H.BOSTELMAN, wi VES of the said JOHN LEIPER, JESSE W.SPARKS AND ERNEST BOSTELMAN, having appeared before me privately and apart from THEIR husband S, the said MRS.K.V.S.LEIPER, MRS.LUCILE S.SPARKS, AND MRS.KATHERINE H.BOSTELMAN, 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 9TH day of OCTOBER, 1929.
My commission expires on the 3 day of DEC, 1932. (Seal) MARGUERITE GIBBONS, Notary Public.

STATE OF FLORIDA, LEE COUNTY,
PERSONALLY APPEARED BEFORE ME, H.G.MCLUCAS, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED LUCILE H.FRICK, THE BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT SHE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
AND LUCILE H.FRICK, WI OF THE SAID HAVING APPEARED BEFORE ME PRIVATELY AND APART FROM HER HUSBAND, THE SAID LUCILE A.FRICK, 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 FORT MYERS, FLA., THIS 17 DAY OF OCT., 1929.
(SEAL) H.G.MCLUCAS, NOTARY PUBLIC
NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE.
MY COMMISSION EXPIRES APRIL 18, 1931.

STATE OF KENTUCKY, CAMPBELL COUNTY.
PERSONALLY APPEARED BEFORE ME, H.J.KNAN, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED RAYMOND FRICK, THE BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT HE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
AND ___ WIFE OF THE SAID ___ HAVING APPEARED BEFORE ME PRIVATELY AND APART FROM ___ HUSBAND, THE SAID RAYMOND FRICK, ACKNOWLEDGED THE EXECUTION OF THE SAID INSTRUMENT TO HAVE BEEN DONE BY HIM FREELY, VOLUNTARILY, AND UNDERSTANDINGLY, WITHOUT COMPULSION OR CONSTRAINT FROM ___ SAID HUSBAND AND FOR THE PURPOSES THEREIN EXPRESSED.
WITNESS MY HAND AND OFFICIAL SEAL AT NEWPORT, KENTUCKY, THIS 24 DAY OF OCTOBER., 1929.
(SEAL) H.J.KNAN, NOTARY PUBLIC.
NOTARY PUBLIC, CAMPBELL COUNTY, KY.,
MY COMMISSION EXPIRES JAN 10, 1932.

FOR OTHER ACKNOWLEDGMENT SEE PRECEDING PAGE.

FILED FOR RECORD AT 8:00 P.M.