NO. 63391 RECORDED AUGUST 20, 1930. JNO.E.WILLIAMS, ET UX TO VIRGINIA D.SAWRIE.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR PAID IN CASH AND OTHER GOOD AND VALUABLE DOLLARS ~~of which~~ CONSIDERATION PAID, ~~DOLLARS has been paid in cash~~ by VIRGINIA DERRICK SAWRIE, WIFE OF T.M.SAWRIE, , receipt of which is hereby acknowledged, ~~and for the remainder~~ ~~DOLLARS~~ ~~the said~~ AND AS PART CONSIDERATION, THE SAID VIRGINIA DERRICK SAWRIE HEREBY ASSUMES THE PAYMENT OF THE UNPAID BALANCE OF A $2500.00 NOTE OF MARSHALL C.CHAMBERS AND WIFE, CATHERINE CHAMBERS,DATED NOVEMBER 12, 1925, AND PAYABLE TO THE ORDER OF THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, THE PAYMENT OF WHICH NOTE IS SECURED BY A DEED OF TRUST OF MARSHALL C.CHAMBERS AND WIFE, CONVEYING TO GUARANTY BANK & TRUST COMPANY OF MEMPHIS, TENNESSEE,TRUSTEE, THE PROPERTY HEREINAFTER DESCRIBED, WHICH DEED OF TRUST IS RECORDED IN BOOK NO.693, PAGE 50, IN THE REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE, AND FOR THE BALANCE OF SAID CONSIDERATION, THE SAID VIRGINIA DERRICK SAWRIE AND T.M.SAWRIE HAVE EXECUTED AND DELIVERED TO THE UNDERSIGNED NELLIE CLARE WILLIAMS ONE NOTE FOR -250.00 OF EVEN DATE HEREWITH AND PAYABLE NINETY DAYS AFTER DATE AND FORTY-TWO NOTES FOR $40.00 EACH AND ONE NOTE FOR $7.50, ALL OF EVEN DATE HEREWITH AND PAYABLE IN FORTY-THREE CONSECUTIVE MONTHLY PAYMENTS, THE FIRST ONE OF SAID NOTES BEING PAYABLE OCTOBER 1,1930;

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, NELLIE CLARE WILLIAMS AND HUSBAND JOHN E.WILLIAMS,

have this day bargained and sold, and do hereby transfer and convey, unto the said VIRGINIA DERRICK SAWRIE, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.5 ON THE PLAN OF THE BRANSFORD REALTY COMPANY'S SUBDIVISION OF THE EDGAR JONES HOME PLACE, AS OF RECORD IN BOOK NO.421, PAGE 7, IN THE REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE. SAID LOT NO.5 FRONTS SEVENTY (70) FEET ON THE SOUTH SIDE OF JONES AVENUE AND EXTENDS BACK SOUTHWARDLY BETWEEN PARALLEL LINES, ONE HUNDRED AND EIGHTY-FIVE (185) FEET, MORE OR LESS, TO AN ALLEY IN THE REAR, AND BEING PROPERTY DEVISED TO NELLIE CLARE WILLIAMS BY WILL OF MRS. EVA E. WILLIAMS, DECEASED, RECORDED IN WILL BOOK NO.47, PAGE 34, COUNTY COURT OF DAVIDSON COUNTY, TENNESSEE.

IT IS HEREBY AGREED AND UNDERSTOOD AND IS PART OF THE CONSIDERATION HEREOF, THAT THE SAID VIRGINIA DERRICK SAWRIE SHALL ASSUME THE PAYMENT OF ALL TAXES ASSESSED AGAINST SAID PROPERTY FOR THE YEAR 1930 AND ANY ABUTTING PROPERTY TAX ASSESSED AGAINST SAID PROPERTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said VIRGINIA DERRICK SAWRIE, HER, heirs and assigns, forever, WE DO 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. EXCEPT AS RECITED.

WE DO further covenant and bind OURSELVES, OUR, heirs and representatives, to warrant and forever defend the title to said real estate to said VIRGINIA DERRICK SAWRIE, 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 VIRGINIA DERRICK SAWRIE AND HUSBAND T.M.SAWRIE,

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

The 443 Note due 2 1/2 3 months for $ 250.00 each, as described herein, having been paid in full, to release the lien retained upon the within described property, held to secure the payment of said notes. This 20 day of Aug 1930.
Attest: Nellie Clare Williams
By Deputy Register

The ... Note ... due ... for $ ... each, as described herein, having been paid in full, to release the lien retained upon the within described property, held to secure the payment of said note. This ... day of ... 1931.
Attest:
By Deputy Register

WE, the said VIRGINIA DERRICK SAWRIE AND T.M.SAWRIE, , 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 VIRGINIA DERRICK SAWRIE AND T.M.SAWRIE, , 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 one 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 sotuh 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 VIRGINIA DERRICK SAWRIE, 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 D.P.WRENNE,JR., 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 NELLIE CLARE WILLIAMS AND HUSBAND, JOHN E.WILLIAMS, and VIRGINIA DERRICK SAWRIE AND HUSBAND T.M.SAWRIE, , hereunto set our hands at NASHVILLE, Tennessee, this the 18TH day of AUGUST, 1930.

NELLIE CLARE WILLIAMS
JOHN E.WILLIAMS,
VIRGINIA DERRICK SAWRIE
T.M.SAWRIE

ACK BEFORE N P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.L.BAINBRIDGE, a Notary Public in and for said County and State, the within-named NELLIE CLARE WILLIAMS & HUSBAND JOHN E.WILLIAMS AND VIRGINIA DERRICK SAWRIE & HUSBAND T.M.SAWRIE, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And NELLIE CLARE WILLIAMS, AND VIRGINIA DERRICK SAWRIE, JOHN E.WILLIAMS AND T.M.SAWRIE, , wives of the said having appeared before me privately and apart from THEIR husbands, the said NELLIE CLARE WILLIAMS AND VIRGINIA DERRICK SAWRIE, , 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 19TH day of AUGUST, 1930.

My commission expires on the 11 day of JAN, 1933. (Seal) W.L.BAINBRIDGE
Notary Public.

RECD....AUG 19, 1930 AT 3.50 P M

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within-named

the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

And , wi of the said

having appeared before me privately and apart from husband, the said , acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal at , Tennessee, this day of , 19 .

My commission expires on the day of , 19 . (Seal)

Notary Public.