NO. 947 RECORDED FEB. 24,1931. P. S . NORTON TOWASH MCGUIRE, ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SEVENTEEN HUNDRED & FIFTY ($1750.00) DOLLARS
of which TWO HUNDRED AND FIFTY ($250.00) DOLLARS has been paid in cash by
WASH MCGUIRE AND WIFE, MARY L. MCGUIRE , receipt of which is hereby acknowledged, and for the remainder
FIFTEEN HUNDRED ($1500.00) DOLLARS
the said WASH MCGUIRE AND WIFE, MARY L. MCGUIRE

HAVE EXECUTED THEIR SEVENTY-FIVE (75) PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF P. S. NORTON. THE FIRST NOTE IS FOR THE SUM OF TWENTY-SEVEN AND 50/100 ($27.50) DOLLARS AND EACH SUCCEEDING NOTE IS FOR AN AMOUNT .10¢ LESS THAN THE PRECEEDING NOTE, THE 75TH NOTE BEING FOR TWENTY AND 10/100 ($20.10) DOLLARS. THESE NOTES DO NOT BEAR INTEREST IF PAID WHEN DUE AS THE INTEREST IS COMPUTED TO MATURITY AND ADDED IN THE FACE OF EACH NOTE. THE FIRST NOTE IS DUE FEBRUARY 10TH, 1931 AND THE OTHERS, ONE, ON THE ___ OF EACH SUCCEEDING MONTH THEREAFTER UNTIL APRIL 10TH, 1937 WHEN THE LAST NOTE IS DUE,

MATURITY

all of said notes bearing six per cent. interest from ~~XXX~~, 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 I, P. S. NORTON, A SINGLE MAN

have this day bargained and sold, and do hereby transfer and convey, unto the said WASH MCGUIRE AND WIFE, MARY L. MCGUIRE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE FOURTH 40 FOOT LOT FROM THE CORNER OF HUNES AND WEST CARROLL STREET IN HYNES ADDITION TO NASHVILLE, AND BEING A PART OF LOT 56 IN HYNES ADDITION BEING ON THE SOUTH SIDE OF HUNES STREET 40 FEET WESTWARDLY FROM THE NORTHEAST CORNER OF SAID LOT 56, BEING THE NORTHWEST CORNER OF A 40 FOOT LOT CONVEYED TO W. F. GOODRICH ET ALS BY C. R. ENSELEY, AND RUNNING WESTWARDLY WITH HYNES STREET 40 FEET TO E. F. KENNEDY'S NORTHEAST CORNER; THENCE SOUTHWARDLY WITH THE SAID E. F. KENNEDY'S LINE 130 FEET TO A 10 FOOT ALLEY GIVEN EXPRESSLY FOR THE BENEFIT OF SAID LOT; THENCE 40 FEET TO THE SOUTHWEST CORNER OF SAID GOODRICH LOT; THENCE NORTHWARDLY WITH THE SAID GOODRICH LINE 130 FEET TO THE BEGINNING AND BEING THE SAME PROPERTY CONVEYED TO P. S. NORTON BY DEED FROM J. R. WEST, CLERK & MASTER, DATED, FEBRUARY 9TH, 1931 AND RECORDED IN BOOK NO. ____, PAGE NO. ____ R.O.D.C. TENNESSEE.

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 27 day of January 1937

Attest: [signature] DEPUTY REGISTER

[signature]

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WASH MCGUIRE AND WIFE, MARY L. MCGUIRE, THEIR heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered. EXCEPT FOR THE 1931 CITY & STATE & COUNTY TAXES WHICH THE PURCHASERS ASSUME & AGREE TO PAY.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said WASH MCGUIRE AND WIFE, MARY L. MCGUIRE, 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 WASH MCGUIRE AND WIFE, MARY L. MCGUIRE

do hereby transfer and convey unto MARTIN GILMORE, 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 WASH. MCGUIRE AND WIFE, MARY L. MCGUIRE, 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 $ 1200.00 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.

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 WASH MC GUIRE AND WIFE; MARY L. MCGUIRE, 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 WASH MCGUIRE & WIFE, MARY L. MCGUIRE, 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 MARTIN GILMORE 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 P. S. NORTON, A SINGLE MAN and WASH MCGUIRE & WIFE, MARY L. MCGUIRE, hereunto set our hands at NASHVILLE, Tennessee, this the 10TH day of FEBRUARY, 1931. XXX

P. S. NORTON
WASH MCGUIRE
MARY L. MCGUIRE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, VERTRICE TAYLOR, a Notary Public in and for said County and State, the within-named P. S. NORTON, A SINGLE MAN AND WASH MCGUIRE AND WIFE, MARY L. MCGUIRE the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARY L. MCGUIRE, WASH MCGUIRE wife of the said having appeared before me privately and apart from HER husband, the said MARY L. MCGUIRE, 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 10TH day of FEBRUARY, 1931.

My commission expires on the 7TH day of JULY, 1934. (Seal) VERTRICE TAYLOR Notary Public.

RECEIVED FEB. 21, 1931, AT 11:48 A. 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 , wife 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.