NO. 53097 RECORDED JAN 8, 1930. ARCHIE WRIGHT ET UX TO MRS.S.W.LAWSON, A WIDOW.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY-SEVEN HUNDRED, FIFTY & NO/100 ($2750.00) DOLLARS of which EIGHT HUNDRED, FIFTY & NO/100 DOLLARS has been paid in cash by MRS.S.W.LAWSON, A WIDOW, , receipt of which is hereby acknowledged, and for the remainder NINETEEN HUNDRED & NO/100 ($1900.00) DOLLARS the said MRS.S.W.LAWSON, A WIDOW, HAS ASSUMED AND AGREED TO PAY A NOTE FOR THE SUM OF $1575.00, TOGETHER WITH INTEREST ON SAME FROM THIS DATE, AT THE RATE OF 6% PER ANNUM, PAYABLE SEMI-ANNUALLY, SAID NOTE BEARING DATE OF MARCH 25, 1924, AND FALLING DUE FIVE YEARS AFTER DATE, THE DUE DATE OF WHICH HAS BEEN EXTENDED TO MARCH 25, 1933, AND SECURED BY TRUST DEED FROM S.B. WEATHERSPOON AND WIFE, TO ROBERT L. SADLER, TRUSTEE OF RECORD IN BOOK 637, PAGE 261, R.O.D.C.TENN. - AND FOR THE BALANCE ($325.00) THE SAID MRS.S.W.LAWSON, A WIDOW, HAS EXECUTED HER 13 LIEN PROMISSORY NOTES, OF EVEN DATE HEREWITH, FIRST OF SAID NOTES BEING FOT THE SUM OF $26.62, AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT 12 & 13 CENTS LESS THAN THE PRECEDING NOTE ALTERNATELY, THE FIRST OF SAID 13 NOTES FALLING DUE JANUARY 1, 1930 AND THE OTHERS, ONE ON THE FIRST DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL EXPIRE, NONE OF SAID 13 NOTES BEARING INTEREST EXCEPT AFTER MATURITY THE INTEREST HAVING BEEN COMPUTED AND ADDED INTO THE FACE OF EACH AND EVERY NOTE, (THE PRINCIPAL OF SAID 13 NOTES BEING $25.00, EACH.)

Paid $ 26.62 as described herein, having been paid in full to ~~me~~ the lawful ~~owner and~~ holder ~~s~~ thereof ~~hereby~~ release the lien retained upon the within described property, held to secure the payment of said note ~~s~~. This 3.7 day of ..... 1930.
Attest: ..... By .....
Register

~~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, ARCHIE WRIGHT AND WIFE, ADA WRIGHT,

have this day bargained and sold, and do hereby transfer and convey, unto the said MRS.S.W.LAWSON, A WIDOW, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.47 IN THE JONES AND BRADFORD SUBDIVISION OF A TRACT OF LAND IN THE OLD 18TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, A PLAN OF WHICH IS OF RECORD IN BOOK 161, PAGE 142, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, -

SAID LOT NO. 47 FRONTS 50 FEET ON THE NORTH SIDE OF SHARPE AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 154½ FEET TO AN ALLEY,-

AND BEING THE SAME PROPERTY CONVEYED TO ARCHIE WRIGHT AND WIFE, ADA WRIGHT BY DEED FROM S.B.WEATHERSPOON AND WIFE, AS OF RECORD IN BOOK NO.720, PAGE 141, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS.S.W.LAWSON, A WIDOW, HER, 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. EXCEPT AS ABOVE MENTIONED, 1929 TAXES WHICH THE PURCHASER ASSUMES AND AGREES TO PAY.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said MRS.S.W.LAWSON, A WIDOW, 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 I, the said MRS.S.W.LAWSON, A WIDOW,

do hereby transfer and convey unto S.B.SWAGGERTY, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purpose aforesaid only.

I, the said MRS.S.W.LAWSON, A WIDOW, 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 $ 2000.00 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 MRS.S.W.LAWSON, A WIDOW, 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 one of said notes or part thereof ~~promptly at~~ 30 DAYS AFTER 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 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.

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 MRS.S.W.LAWSON, A WIDOW, 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 S.B.SWAGGERTY, 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 ARCHIE WRIGHT AND ADA WRIGHT AND and MRS.S.W.LAWSON, hereunto set our hands at NASHVILLE, Tennessee, this the 25TH day of NOVEMBER, 1929.

ARCHIE WRIGHT
ADA WRIGHT
MRS.S.W.LAWSON

ACK BEFORE N P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, COEN C.CLOYD, a Notary Public in and for said County and State, the within-named ARCHIE WRIGHT AND WIFE ADA ARIGHT AND MRS.S.W.LAWSON, A WIDOW, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ADA WRIGHT, wife of the said ARCHIE WRIGHT, having appeared before me privately and apart from HER husband, the said ADA WRIGHT, 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 25TH day of NOV. 1929.

My commission expires on the 8TH day of OCT. 1932. (Seal) COEN C.CLOYD, Notary Public.

RECD NOV 26, 1929 AT 3.40 P M