NO. 53826 RECORDED JAN 30, 1930. ETHEL MCQUEEN, UNMARRIED TO IRENE FORD, (SEP. ESTATE, ETC).....

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($2800.00) TWENTY EIGHT HUNDRED AND NO/100 DOLLARS
of which TWO HUNDRED ($200.00) AND NO/100 DOLLARS has been paid in cash by
IRENE FORD, , receipt of which is hereby acknowledged, and for the remainder
TWELVE HUNDRED FIFTY ($1250.00) AND NO/100 DOLLARS
the said IRENE FORD

ASSUMES AND AGREES TO PAY DEED OF TRUST TO SANFORD DUNCAN, TRUSTEE, RECORDED IN BOOK NO.748, PAGE 216, R.O.D.C.TENN., IN THE PRINCIPAL SUM OF TWELVE HUNDRED FIFTY ($1250.00) DOLLARS, DATED AUGUST 20, 1929, DUE 3 YEARS AFTER DATE, WITH SIX INTEREST NOTES THEREON FOR $37.50 EACH, MATURING SEMI-ANNUALLY; AND FOR THE REMAINDER OF THIRTEEN HUNDRED FIFTY ($1350.00) DOLLARS THE SAID IRENE FORD AND HER HUSBAND I.C.FORD, HAVE EXECUTED THEIR FIFTY-FOUR (54) PROMISSORY NOTES, OF EVEN DATE HEREWITH, IN THE SUM OF TWENTY FIVE ($25.00) DOLLARS EACH, PAYABLE TO THE ORDER OF ETHEL MCQUEEN; THE FIRST NOTE IS DUE ON OR BEFORE THE 1ST. DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL OF SAID NOTES SHALL HAVE BEEN PAID;

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

I, ETHEL MCQUEEN, OF LAWFUL AGE, UNMARRIED,

have this day bargained and sold, and do hereby transfer and convey, unto the said
IRENE FORD, (WIFE OF I.C.FORD) TO HER SOLE & SEPARATE USE, ESTATE, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE SOUTHERLY 44 FEET OF LOT NO.13 IN SHARPE AND CRUTCHER'S ADDITION TO NASHVILLE, AS PER PLAN RECORDED IN BOOK 56, PAGE 82, OF THE REGISTERS OFFICE DAVIDSON COUNTY, TENNESSEE.

THE SAID SOUTHERLY PART OF LOT 13 FRONTS FORTY-FOUR (44) FEET ON THE EAST SIDE OF LISCHEY AVENUE, AND RUNSBACK BETWEEN PARALLEL LINES, 165 FEET TO AN ALLEY, AND IS THE SAME PROPERTY CONVEYED TO MRS.ETHEL MCQUEEN BY DEED FROM J.W.HARALSON ET UX, DATED SEPT.17, 1925, AND RECORDED IN BOOK 664, PAGE 18, R.O.D.C.TENNESSEE.

GRANTEE ASSUMES AND AGREES TO PAY 1929 S & C TAXES.

POSSESSION ON OR BEFORE JANUARY 1ST, 1930.

IT IS UNDERSTOOD AND AGREED THAT SAID ABOVE DESCRIBED PROPERTY IS CONVEYED TO THE SAID IRENE FORD TO HER OWN SEPARATE, USE, BEHOOF, ESTATE AND BENEFIT, FREE FROM THE DEBTS, CONTRACTS AND LIABILITIES OF HER PRESENT, OR ANY FUTURE HUSBAND; AND WITH FULL POWER IN HER TO SELL, CONVEY, MORTGAGE, WILL, OR OTHERWISE DISPOSE OF OR ENCUMBER SAME WITHOUT THE JOINDER OF ANY PERSON WHOMSOEVER.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said
IRENE FORD, AS AFORESAID, HER SEPARATE ESTATE, AND HER, , 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 AS ABOVE.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said IRENE FORD, AS AFORESAID, 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 IRENE FORD AND HUSBAND I.C.FORD, BOTH OF LAWFUL AGE AND BOTH JOINS, do hereby transfer and convey unto WILEY C.WILSON, 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 IRENE AND I.C.FORD, AS AFORESAID, 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 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 IRENE AND I.C.FORD, 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 WITHIN SIXTY DAYS' AFTER 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 IRENE FORD, 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 WILEY C.WILSON, 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 ETHEL MCQUEEN, OF LAWFUL AGE, UNMARRIED,
and IRENE FORD AND HUSBAND, I.C.FORD, OF LAWFUL AGE, , hereunto set our hands
at NASHVILLE, Tennessee, this the 10 day of DECEMBER ,19 29..

MRS.ETHEL MCQUEEN
MRS.IRENE FORD
T.C.FORD

ACK BEFORE N P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.L.SCOTT, a Notary Public in and for said County and State, the within-named ETHEL MCQUEEN, UNMARRIED; AND IRENE FORD AND HUSBAND I.C.FORD, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And IRENE FORD, , wife of the said I.C.FORD, having appeared before me privately and apart from HER husband, the said IRENE FORD, 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 13 day of DEC. , 1929.
My commission expires on the 9TH day of JULY , 1933. (Seal) W.L.SCOTT
Notary Public.

RECD DEC 18, 1929 AT 1.28 P M