NO. 55644 RECORDED MARCH 3, 1930. J.DOUGLAS WRIGHT TO J.H.SMITH ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $1752.00 SEVENTEEN HUNDRED FIFTY TWO DOLLARS of which ($200.00) TWO HUNDRED AND NO/100 DOLLARS has been paid in cash by J.H.SMITH AND WIFE, JESSIE SMITH, receipt of which is hereby acknowledged, and for the remainder OF $1552.00 FIFTEEN HUNDRED FIFTY TWO DOLLARS the said J.H.SMITH AND WIFE, JESSIE SMITH

HAVE THIS DAY EXECUTED AND DELIVERED THEIR 97 PROMISSORY LIEN NOTES, IN THE PRINCIPAL SUM OF $16.00 EACH, INTEREST HAVING BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE MAKING THE FIRST NOTE THAT FALLS DUE FOR THE AMOUNT OF $23.76. SAID NOTES REDUCING $.06 EACH MONTH THEREAFTER UNTIL ALL ARE PAID IN FULL. THESE NOTES ARE DUE AND PAYABLE MONTHLY FROM DATE, THE FIRST NOTE WHICH IS FOR $23.76 FALLS DUE ON JULY 1ST, 1929, AND ONE ON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID IN FULL, ALL OF SAID NOTES BEING DATED JUNE 1ST, 1929 THESE NOTES DO NOT BEAR INTEREST UNTIL AFTER MATURITY, BUT AFTER MATURITY THEY WILL BEAR 6% INTEREST FROM MATURITY.

MATURITY.

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, J.DOUGLAS WRIGHT, AN UNMARRIED MAN,

have this day bargained and sold, and do hereby transfer and convey, unto the said

J.H.SMITH AND WIFE JESSE SMITH THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS. 159 AND 160 ON THE PLAT OF THE HIGHLAND LAND COMPANY'S SUBDIVISION, AS OF RECORD IN BOOK 421, PAGE 14, REGISTERS OFFICE FOR SAID COUNTY. SAID LOTS NOS. 159 AND 160 FRONT 25 FEET EACH ON THE WESTERLY SIDE OF STAINBACK AVENUE, AND RUN BACK BETWEEN PARALLEL LINES 175 FEET TO AN ALLEY, SAID LOT NO. 159 RUNNING BACK WITH THE NORTHERLY MARGIN OF MARIE STREET.

BEING THE SAME PROPERTY CONVEYED TO J.DOUGLAS WRIGHT BY DEED FROM SALLIE E. ROBERTS ET AL. OF RECORD IN BOOK 765, PAGE 602, SAID REGISTERS OFFICE.

I do hereby certify that I am the true and lawful holder of the within note in full, this ... day of ... 1930
REGISTER'S DEPUTY

Received by the instrument within ... years of the lien to secure

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J.H.SMITH AND WIFE, JESSIE SMITH, 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.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said J.H.SMITH AND WIFE JESSIE SMITH, 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 US in hand paid WE, the said J.H.SMITH AND WIFE JESSIE SMITH do hereby transfer and convey unto DR.LEE WRIGHT, 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 J.H.SMITH AND WIFE, JESSIE SMITH, 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 $1000.00 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 J.H.SMITH AND WIFE, JESSIE SMITH, 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 representatives or assigns. J.H.SMITH AND WIFE, JESSIE SMITH,

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 Trustee, shall be vested in said successor. DR.LEE WRIGHT,

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 J.DOUGLAS WRIGHT, AN UNMARRIED MAN, and J.H.SMITH AND WIFE JESSIE SMITH, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of JUNE, 1929.

J.DOUGLAS WRIGHT
J.H.SMITH
JESSIE SMITH

ACK BEFORE N P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, M.D.JOHNSON, a Notary Public in and for said County and State, the within-named J.DOUGLAS WRIGHT AN UNMARRIED MAN OF LAWFUL AGE, AND J.H.SMITH AND WIFE, JESSIE SMITH the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And JESSIE SMITH, wife of the said J.H.SMITH having appeared before me privately and apart from HER husband, the said JESSIE SMITH, 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 21ST day of JUNE, 19 29.

My commission expires on the 8 day of JAN, 19 30. (Seal) M.D.JOHNSON, Notary Public.

RECD FEB 10, 1930 AT 12:01 P M