K NO. 63792 RECORDED SEPT 2, 1930 BESSIE DARE EDWARDS TO ETHEL D. WRIGHT.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($3,210.00) THREE THOUSAND TWO HUNDRED TEN & 00/100 DOLLARS of which ($500.00) FIVE HUNDRED & 00/100 DOLLARS has been paid in cash by ETHEL D. WRIGHT, receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND SEVEN HUNDRED TEN & 00/100 DOLLARS the said ETHEL D. WRIGHT & HUSBAND E. R. WRIGHT HAVE ASSUMED AND AGREED TO PAY A NOTE FOR $1500.00 TOGETHER WITH THE INTEREST THEREON FROM AUGUST 25TH, 1930, SAID NOTE IS PAYABLE TO THE ORDER OF THE AMERICAN TRUST CO., AND IS SECURED BY DEED OF TRUST TO E. E. MURREY, AS OF RECORD IN BOOK 706 PAGE 227, R. O. D. C. TENN. TO WHICH REFERENCE IS HERE MADE. AND FOR PART OF THE REMAINDER, THE SAID VENDEES ASSUME THE LAST 30 NOTES OF A SERIES OF 44 NOTES DATED JUNE 6TH, 1929 AGGREGATING $750.00, SAID NOTES ARE SECURED BY DEED OF TRUST TO W. S. CHAPPELL AND RECORDED IN BOOK 748 PAGE 109, R.O.D.C. TENN. THE FIRST OF THESE NOTES FALLS DUE SEPT. 1ST, 1930 AND MONTHLY THEREAFTER. AND FOR THE RESIDUE THE VENDEES HAVE EXECUTED THEIR 19 JOINT, MONTHLY PROMISSORY NOTES PAYABLE TO THE ORDER OF BESSIE DARE EDWARDS. THE FIRST OF THESE NOTES IS FOR THE SUM OF $27.30 AND EACH SUCCEEDING NOTE FOR A SUM AVERAGING 12½¢ LESS THAN THE PRECEEDING NOTE EXCEPT THE LAST NOTE WHICH IS FOR $10.05. NONE OF THESE NOTES BEAR INTEREST UNTIL AFTER MATURITY AS IT HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE. THE FIRST OF THESE NOTES FALLS DUE MARCH 1ST, 1933 AND MONTHLY THEREAFTER,

Accepted ... DEPUTY REGISTER

19 notes for $1900 and disclosing of the lien to secure the payment thereof ..... 1933. ... Edwards

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.

WE, ALFRED J. EDWARDS AND BESSIE DARE EDWARDS have this day bargained and sold, and do hereby transfer and convey, unto the said ETHEL D. WRIGHT, SEPARATE ESTATE, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EAST HALF OF LOT #2 OF BLOCK #5 ON THE PLAN OF D. H. BAILEY'S SUBDIVISION OF PART OF THE ANDREW ALLISON HOME PLACE AS OF RECORD IN BOOK #161, PAGE 73 REGISTER'S OFFICE FOR SAID COUNTY.

SAID EASTERLY HALF OF LOT #2 FRONTS 50 FEET ON THE NORTH SIDE OF FORREST AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES, 150 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO ALFRED J. EDWARDS, ET UX BY DEED OF RECORD IN BOOK 767 PAGE 2 R.O.D.C. TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ETHEL D. WRIGHT, 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 HEREIN SET OUT, AND PURCHASERS AGREE TO PAY 1930 TAXES

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ETHEL D. WRIGHT, 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 E. R. WRIGHT AND WIFE ETHEL D. WRIGHT do hereby transfer and convey unto R. D. COOPER, Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE, the said E. R. WRIGHT & WIFE ETHEL D. WRIGHT, 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 $3,000.00 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 E. R. WRIGHT & WIFE ETHEL WRIGHT, 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 sixty 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 south 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 ETHEL D. WRIGHT, 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 Trustee, shall be vested in said successor. R. D. COOPER

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 ALFRED J. EDWARDS & WIFE BESSIE DARE EDWARDS and E. R. WRIGHT & WIFE ETHEL D. WRIGHT, hereunto set our hands at NASHVILLE, Tennessee, this the 20TH day of AUGUST, 1930.

ALFRED J. EDWARDS
BESSIE DARE EDWARDS
ETHEL D. WRIGHT
E. R. WRIGHT

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, I. H. GIBSON, a Notary Public in and for said County and State, the within-named E. R. WRIGHT & WIFE ETHEL WRIGHT AND ALFRED J. EDWARDS & WIFE BESSIE DARE EDWARDS, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ETHEL D. WRIGHT AND BESSIE DARE EDWARDS, E. R. WRIGHT AND ALFRED J. EDWARDS, wiVES of the said having appeared before me privately and apart from THEIR husbandS, the said ETHEL D. WRIGHT AND BESSIE DARE EDWARDS, 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 30TH day of AUG. 1930

My commission expires on the 10/9/33XXXXX (Seal) I. H. GIBSON
Notary Public.

RECEIVED SEPT. 2, 1930 AT 8:17 A.M.