NO. 2959 RECORDED APRIL 18, 1931. W.W. CRANDALL ET UX TO H. G. CRAWFORD, ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIFTY SEVEN HUNDRED AND FIFTY DOLLARS of which SEVEN HUNDRED AND FIFTY DOLLARS has been paid in cash by H. G. CRAWFORD AND WIFE, LOLA MAY CRAWFORD, receipt of which is hereby acknowledged, and for the remainder FIVE THOUSAND DOLLARS the said H. G. CRAWFORD AND WIFE LOLA MAY CRAWFORD

HAVE THIS DAY EXECUTED THEIR 36 PROMISSORY NOTES FOR FORTY ONE & 66/100 DOLLARS EACH, THE FIRST ONE O F WHICH FALLS DUE ON OR BEFORE OCTOBER 1ST, 1930, AND ONE ON OR BEFORE THE 1ST DAY OF EACH MONTH THEREAFTER UNTILL ALL HAVE BEEN PAID, AND FOR THE REMAINDER HAVE EXECUTED ONE PRINCIPAL NOTE OF EVEN DATE HEREWITH DUE ON OCTOBER 1ST, 1933 FOR THE SUM OF THIRTY FIVE HUNDRED DOLLARS, AND FOR THE INTEREST THEREON HAVE EXECUTED 7 NOTES, THE FIRST 6 FOR ONE HUNDRED AND FIVE DOLLARS, EACH, DUE 6, 12, 18, 24, 30 AND 36 MONTHS AFTER DATE, AND THE 7TH INTEREST NOTE IS FOR FORTY FOUR DOLLARS, DUE OCTOBER 1ST, 1933. ALL OF SAID MONTHLY NOTES BEARS INTEREST AT 6 PER CENT FROM DATE,

I declare that I am the true and lawful holder of the claim so sued by the instrument within mentioned and herein acknowledged to be satisfied, and that the same is wholly unpaid. This 7 day of Oct 1932

Attest: J. A. Caruthers Clerk

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

W. W. CRANDALL AND WIFE, CHARLOTTE LEWIS CRANDALL

have this day bargained and sold, and do hereby transfer and convey, unto the said H. G. CRAWFORD AND WIFE, LOLA MAY CRAWFORD, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 18 WEBB & JOHNSON'S SUBDIVISION, AS OF RECORD IN BOOK NO. 57, PAGE 131, REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE.

SAID LOT NO. 18 FRONTS 50 FEET ON THE NORTHERLY SIDE OF ACADEMY PLACE, OR CALVIN AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO W. W. CRANDALL BY DEED OF A. L. MOORE TRUSTEE, OF RECORD IN BOOK NO. 833, PAGE 61, R.O.D.C. TENNESSEE.

It is understood that the said W.W. Crandall is to pay all the taxes for the year 1930

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said H.G. CRAWFORD AND WIFE, LOLA MAY CRAWFORD, THEIR 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 unencumbered.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said H. G. CRAWFORD AND WIFE, LOLA MAY CRAWFORD, 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 H. G. CRAWFORD AND WIFE, LOLA MAY CRAWFORD do hereby transfer and convey unto A. L. MOORE, 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 H. G. CRAWFORD AND WIFE, LOLA MAY CRAWFORD, 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 $ 5000.00 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 H. G. CRAWFORD AND WIFE, LOLA MAY CRAWFORD, 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 sucessor 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 in 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 H. G. CRAWFORD AND WIFE, 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 sucessor to execute this trust by any instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to A. L. MOORE 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 W. W. CRANDALL AND WIFE CHARLOTTE LEWIS CRANDALL and H. G. CRAWFORD AND WIFE, LOLA MAY CRAWFORD, hereunto set our hands at NASHVILLE, Tennessee, this the 14TH day of AJULY, 1930.

W. W. CRANDALL
CHARLOTTE LEWIS CRANDALL
H. G. CRAWFORD
LOLA MAY CRAWFORD

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MAMIE A. MCNELLIS, a Notary Public in and for said County and State, the within named W. W. CRANDALL, AND WIFE CHARLOTTE LEWIS CRANDALL AND H. G. CRAWFORD AND WIFE LOLA MAY CRAWFORD the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And CHARLOTTE LEWIS CRANDALL, wife of the said W. W. CRANDALL AND LOLA MAY CRAWFORD WIFE OF THE SAID H. G. CRAWFORD having appeared before me privately and apart from THEIR husband, the said W. W. CRANDALL AND H. G. CRAWFORD, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 14TH day of JULY, 1930

My commission expires on the 11 day of APR., 1934. (Seal) MAMIE A. MCNELLIS

Notary Public.

RECEIVED APRIL 17, 1931, AT 12:25 P. M.

STEGER-MILLER, NASHVILLE