NUMBER 24219 RECORDED DEC. 16TH, 1932, LEON V. WILSON TO O. H. BOATRIGHT ET UX.

INSTALLMENT DEED

For and in Consideration of the sum of THREE THOUSAND SEVEN HUNDRED AND FIFTY & 00/100 DOLLARS
of which ONE HUNDRED AND FIFTY & 00/100 DOLLARS has been paid in cash by
O. H. BOATRIGHT AND WIFE MARY E. BOATRIGHT, receipt of which is hereby acknowledged, and for the remainder
THREE THOUSAND SIX HUNDRED & 00/100 DOLLARS
the said O. H. BOATRIGHT AND WIFE MARY E. BOATRIGHT HAVE ASSUMED AND AGREED TO PAY A NOTE IN THE SUM OF $900.00 WITH INTEREST AT 6% FROM JULY 28TH, 1932. SAID NOTE DATED JULY 28TH 1931 AND DUE THREE YEARS AFTER DATE AND RECORDED IN BOOK 768, PAGE 489, IN ADDITION THERE TO THE SAID O. H. BOATRIGHT AND WIFE HAVE EXECUTED THEIR 91 LIEN MONTHLY NOTES WITH INTEREST AT 6% . THE FIRST SIX OF WHICH ARE IN THE SUM OF $25.00 EACH AND THE REMAINING 85 IN THE SUM OF $30.00 EACH. THE FIRST $25.00 MONTHLY NOTE FALLS DUE NOVEMBER 1ST, 1932, AND ONE NOTE ON THE 1ST DAY OF EACH MONTH THEREAFTER UNTIL THE ENTIRE SERIES OF 91 NOTES HAVE BEEN PAID ALL OF SAID NOTES ARE MADE ON OR BEFORE DATE.
THE GRANTEES HEREIN ASSUME AND AGREE TO PAY 1932 TAXES ASSESSED AGAINST THE WITHIN DESCRIBED PROPERTY.

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, LEON V. WILSON AN UNMARRIED MAN,
have this day bargained and sold, and do hereby transfer and convey, unto the said O. H. BOATRIGHT AND WIFE MARY E. BOATRIGHT THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: A TRACT OF LAND IN THE FIFTH FORMERLY THE SEVENTH CIVIL DISTRICT OF DAVIDSON CO COUNTY, TENNESSEE ON THE WATERS OF MILL CREEK AND ON THE EAST SIDE OF NOLENSVILLE TURNPIKE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A STAKE AT THE SAID TURNPIKE BETWEEN LOTS 3 AND 4 IN THE DIVISION OF THE LAND OF ANDREW EWING NOT OF RECORD AND RUNNING THENCE EASTERLY 112½ POLES TO A STAKE AND POINTERS IN HAYWOOD'S LINE, THENCE WITH HAYWOOD'S LINE N. 40 POLES NEAR A WHITE OAK; THENCE WESTERLY 114½ POLES TO MILL CREEK THENCE UP MILL CREEK TO A BRIDGE ON SAID TURNPIKE THENCE WITH SAID TURNPIKE SOUTHEASTERLY TO THE BEGINNING CONTAINING 27.24 ACRES MORE OR LESS. BEING THE SAME PROPERTY CONVEYED TO LEON V. WILSON BY DEED FROM HENDERSON SMILEY ANDWIFE OF RECORD IN BOOK 747 PAGE 508 SAID REGISTER'S OFFICE.

This the 15th day of Dec. 1932
Leon V. Wilson

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said O. H. BOATRIGHT AND WIFE MARY E. BOATRIGHT, THEIR heirs and assigns, forever, I covenant that I 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 MENTIONED

I DO further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said O. H. BOATRIGHT AND WIFE MARY E. BOATRIGHT 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 O. H. BOATRIGHT AND WIFE MARY E. BOATRIGHT

do hereby transfer and convey unto H. T. VANCE, 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 O. H. BOATRIGHT AND WIFE MARY E. BOATRIGHT, 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 $ 1100/00 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 O. H. BOATRIGHT AND WIFE MARY E. BOATRIGHT, 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 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 O. H. BOATRIGHT AND WIFE MARY E. BOATRIGHT 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 H.T. VANCE 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 LEON V. WILSON AND UNMARRIED MAN AND O. H. BOATRIGHT AND WIFE ~~MARY~~ MARY E. BOATRIGHT, hereunto set our hands at NASHVILLE, Tennessee, this the 28 day of SEPTEMBER, 1932

LEON V. WILSON
O. H. BOATRIGHT
MARY E. BOATRIGHT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H.T. VANCE, a Notary Public in and for said County and State, the within-named LEON V. WILSON AN UNMARRIED MAN AND O. H. BOATRIGHT AND WIFE MARY E. BOATRIGHTS the bargainor, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARY E. BOATRIGHT, wife of the said O. H. BOATRIGHT having appeared before me privately and apart from HER husband, the said MARY E. BOATRIGHT, 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 30TH day of SEPTEMBER, 19 32
My commission expires on the 10TH day of JULY, 19 34 (Seal) H.T. VANCE
U.S.R.S. $4.00
RECD DEC. 15TH, 1932 AT 11:55 A.M. Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within-named the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

And , wife of the said having appeared before me privately and apart from husband, the said , acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal at , Tennessee, this day of , 19
My commission expires on the day of , 19 (Seal) Notary Public.