INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY TWO HUNDRED AND FORTY ($2240.00) DOLLARS
of which ONE HUNDRED $100.00 DOLLARS has been paid in cash by
L.W. WADDELL AND WIFE M. L. WADDELL, , receipt of which is hereby acknowledged, and for the remainder
TWENTY ONE HUNDRED AND FORTY ($2140.00) DOLLARS
the said L. W.WADDELL AND WIFE M. L. WADDELL, HAVE EXECUTED 107 PROMISSORY NOTES OF $20.00 EACH ALL DATED APRIL FIRST 1929, FIRST OF SAID NOTES IS DUE MAY FIRST 1929 AND OTHERS, ONE THE FIRST OF EACH MONTH THEREAFTER UNTIL ALL 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 WE. WM COLEMAN AND WIFE LAURA J. COLEMAN

have this day bargained and sold, and do hereby transfer and convey, unto the said L. W. WADDELL AND WIFE M. L. WADDELL THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING IN THE 6TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE LOT NO. 82, AND THE EASTERLY ONE HALF OF LOT NO. 81, ON THE MAP OF PARTERSON'S SUBDIVISION OF MAPLE HILL, AS OF RECORD IN BOOK NO. 332, PAGE NO. 75, R.O.D.C. TENN, SAID LOT NO. 82, AND THE EASTERLY HALF OF LOT NO. 81 FRONT TOGETHER 75 FEET ON THE SOUTHERLY SIDE OF PATTERSON STREET AND RUN BACK BETWEEN PARALLEL LINES 163.5 FEET ON EAST LINE, OF LOT NO. 82 AND 164 FEET MORE OR LESS ON THE WEST LINE OF THE EAST ONE HALF OF LOT NO. 81, BEING PART OF SAME PROPERTY CONVEYED TO WM. COLEMAN BY LLEWLYN BIXBY AND WIFE AVIS BIXBY AS OF RECORD IN BOOK 518 PAGE 457 R.O.D.C. TENN. THIS CONVEYANCE INCLUDES A TAP TO WATER LINE OF RADNOR WATER COMPANY L. W. AND M. L. WADDELL ASSUMES 75% OF TAXES FOR YEAR 1929.

I declare that I am the true and lawful holder of the claim secured by this instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 1st day of June 1940
Attest: WM. Cleveland, Deputy Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said L. W. WADDELL AND WIFE M. L. WADDELL 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 L.W. WADDELL AND WIFE M.L. WADDELL 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 L. W. WADDELL AND WIFE M.L. WADDELL,

do hereby transfer and convey unto WALTER L. NORMAN, 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 L. W. WADDELL AND WIFE M.L. WADDELL, , 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 $ 1200.00 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 agree 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 L. W. WADDELL AND WIFE M. L. WADDELL, 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, IF 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~~ 60 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 L. W. WADDELL AND WIFE M. L. WADDELL, THEIR 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-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor 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 WALTER L. NORMAN 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 WM. COLEMAN WIFE LAURA J. COLEMAN

and L. W. WADDELL WIFE M. L. WADDELL, , hereunto set our hands at NASHVILLE, Tennessee, this the FIRST day of APRIL, 1929.

WM. COLEMAN
LAURA J. COLEMAN
L. W. WADDELL,
M.L. WADDELL,

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. E. HARWOOD, a Notary Public in and for said County and State, the within named WM. COLEMAN WIFE LAURA J. COLEMAN L. W. WADDELL WIFE OF M. L. WADDELL, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LAURA J. COLEMAN AND M.L. WADDELL, WM. COLEMAN AND W.W. WADDELL, , wiVES of the said having appeared before me privately and apart from THEIR husband S, the said LAURA J. COLEMAN AND M. L. WADDELL, 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 14 day of NOV. 1929

My commission expires JULY 7, 1931

(Seal) W. E. HARWOOD,
Notary Public.

REC'D DEC. 1ST, 1932 AT 12;25 P. M.

80793 MARSHALL & BRUCE CO. NASHVILLE