NUMBER 27916 RECORDED APRIL 26, 1933. A. C. LESTER, ET UX TO JAS. R. MOORE, ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THIRTY ONE HUNDRED AND NO/100 ($3,100.00) DOLLARS of which FIVE HUNDRED AND NO/100 DOLLARS has been paid in cash by JAMES R. MOORE AND WIFE JOSIE MOORE, receipt of which is hereby acknowledged, and for the remainder TWENTY SIX HUNDRED AND NO/100 ($2,600.00) DOLLARS the said JAMES R. MOORE AND WIFE, JOSIE MOORE

HAVE ASSUMED A FIRST MORTGAGE LOAN IN THE SUM OF $2340.00 HELD BY THE GUARANTY BANK & TRUST CO., SAID LOAN BEING PAYABLE $60.00 ON THE PRINCIPAL AND INTEREST AT 5-1/2% SEMI-ANNUALLY UNTIL JUNE 7, 1934, AT WHICH TIME BALANCE OF PRINCIPAL WILL BE DUE. SAID LOAN IS OF RECORD IN BOOK ___ PAGE___, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. AND THE SAID JAMES R. MOORE AND WIFE HAVE EXECUTED THEIR 26 JOINT NOTES FOR THE PRINCIPAL SUM OF $10.00 EACH OF EVEN DATE HEREWITH WITH INTEREST AT 6% ADDED TO EACH NOTE MAKING THE FIRST NOTE FOR THE SUM OF $11.30 AND REDUCING 5 CENTS PER MONTH. THE FIRST OF SAID NOTES BEING DUE MAY 22, 1933, AND ONE NOTE EACH MONTH THEREAFTER UNTIL ALL ARE PAID.

I declare that I am the [illegible] the instrument within recorded and hereby [illegible] the lien to secure the same in full. This 4.0 [illegible]
Attest: [illegible] Reg. [illegible]

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed

OF MATURITY

A. C. LESTER AND WIFE JENNIE V. LESTER,

have this day bargained and sold, and do hereby transfer and convey, unto the said JAMES R. MOORE AND WIFE, JOSIE MOORE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE WESTERLY 75 FEET OF LOT NO. 98 ON THE PLAN OF WEST END ANNEX, AS OF RECORD IN BOOK 332, PAGE 61, REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE.

SAID WESTERLY 75 FEETOF LOT 98 FRONTS 75 FEET ON THE NORTH SIDE OF UTAH AVENUE, FORMERLY 7TH. ST. OR AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 140 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO A. C. LESTER AND WIFE JENNIE V. LESTER BY DEED FROM JOE WESLYE CHERRY & WIFE LOUELLA W. CHERRY JULY 1ST. 1925, AS OF RECORD IN BOOK 539, PAGE 389 REGISTER'S OFFICE FOR SAID COUNTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES R. MOORE AND WIFE, JOSIE MOORE 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., EXCEPT THE LOAN ABOVE MENTIONED AND THE TAXES FOR 1933, WHICH PURCHASER AGREES TO PAY.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JAMES R. MOORE AND WIFE JOSIE MOORE, 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 --, the said JAMES R. MOORE AND WIFE JOSIE MOORE,

do hereby transfer and convey unto DOUGLAS M. 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 JAMES R. MOORE AND WIFE, JOSIE MOORE, 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 $ 2500.00 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 said 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 therein, the same to bear interest from the date of such payment.

Now, if WE, the said JAMES R. MOORE AND WIFE JOSIE MOORE, 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 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 the 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 the 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 JAMES R. MOORE AND WIFE JOSIE MOORE,-- 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 of the first-maturing 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 DOUGLAS M. WRIGHT, 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 or settlement in relation to his trusteeship.

In Witness Whereof, We, the said A. C. LESTER AND WIFE JENNIE V. LESTER, and JAMES R. MOORE AND WIFE JOSIE MOORE, hereunto set our hands at NASHVILLE, Tennessee, this the 22 day of APRIL, 1933.

A. C. LESTER
JENNIE A. LESTER
JAMES R. MOORE
JOSIE MOORE

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, IDA MAE SLATER, a Notary Public in and for said County and State, the within named A. C. LESTER AND WIFE JENNIE V. LESTER AND JAMES R. MOORE AND WIFE JOSIE the bargainor S, with whom I am personally acquainted, and who acknowledged that WE executed the within instrument for the purposes therein contained.

And JENNEIE V. LESTER AND JOSIE MOORE, WIVES of the said A. C. LESTER AND JAMES MOORE having appeared before me privately and apart from THEIR husband S, the said JENNIE V. LESTER AND JOSIE MOORE, 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 24TH day of APRIL, 1933.

My commission expires 4/7/37 (Seal) IDA MAE SLATER

Notary Public.

U.S.R.S. $1.00.

RECEIVED APRIL 25, 1933, AT 12:35 P.M.

95833 MARSHALL & BRUCE CO. NASHVILLE