NUMBER 32224 RECORDED AUG 31,1933 UNITED REALTY COMPANY TO ALLEN B. LAWRENCE JR ET UX

# INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($1,750.00) ONE THOUSAND,SEVEN HUNDRED FIFTY AND NO/100 DOLLARS of which ONE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS has been paid in cash by ALLEN B. LAWRENCE JR AND WIFE, OMEGA L.LAWRENCE, receipt of which is hereby acknowledged, and for the remainder ($1,575.00) ONE THOUSAND, FIVE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS the said ALLEN B. LAWRENCE JR. AND WIFE, OMEGA L.LAWRENCE HAVE EXECUTED A SERIES OF FORTY-EIGHT (48) PROMISSORY LIEN NOTES, OF EVEN DATE HEREWITH, IN FAVOR OF UNITED REALTY COMPANY, SAID NOTES DUE AND PAYABLE AS FOLLOWS: THE FIRST 46 OF SAID NOTES ARE IN THE AMOUNT OF $15.00 EACH, AND THE 47TH. NOTE OF SAID SERIES IS IN THE AMOUNT OF $10.00, AND THE 48TH.NOTE OR LAST NOTE OF SAID SERIES OF NOTES IS IN THE AMOUNT OF $875.00. ALL OF SAID 48 PROMISSORY LIEN NOTES BEARING INTEREST AT THE RATE OF SIX PERCENT PER ANNUM, INTEREST HAVING COMPUTED AND ADDED INTO THE FACE OF EACH OF THE 47 PROMISSORY LIEN NOTES, MAKING THE FIRST OF SAID SERIES IN THE AMOUNT OF $18.50,(WHICH ALSO INCLUDES THE INTEREST ON THE 47TH, NOTE OF SAID SERIES, WHICH AMOUNTS TO 5¢ PER MONTH), AND EACH SUCCEEDING NOTE DECREASES 7¢ AND 8¢,ALTERNATELY, UNTIL ALL OF SAID 46 PROMISSORY LIEN NOTES ARE PAID, AND THE 47TH. NOTES OF SAID SERIES IN THE AMOUNT OF $10.00, INTEREST HAVING BEEN COMPUTED AND ADDED INTO THE FACE OF EACH OF THE ABOVE DESCRIBED NOTES OF SAID SERIES, AND ON THE 47TH NOTE OF SAID SERIES FOR ONE MONTH, MAKING SAID NOTE WITH INTEREST IN THE AMOUNT OF $10.05. THE INTEREST ON THE 48TH .NOTE OF SAID SERIES IN THE AMOUNT OF $875.00 IS PAYABLE SEMI-ANNUALLY. THE FIRST ONE OF SAID SERIES OF 48 PROMISSORY LIEN NOTES IS DUE ON OR BEFORE SEPTEMBER 30,1933, AND THE OTHERS, DUE RESPECTIVELY, ON OR BEFORE THE 30TH. DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL OF SAID 48 PROMISSORY LIEN NOTES ARE PAID. A LIEN IS EXPRESSLY RETAINED ON THE PREMISES CONVEYED TO SECURE SAID DEFERRED PAYMENTS OF PURCHASE MONEY AND INTEREST THEREON UNTIL PAID IN FULL.

47 PROMISSORY LIEN OF MATURITY

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's fees, a lien is expressly retained on the land herein conveyed UNITED REALTY COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF TENNESSEE, WITH ITS PRINCIPAL OFFICE AND PLACE OF BUSINESS IN NASHVILLE TENNESSEE has this day bargained and sold, and do hereby transfer and convey, unto the said ALLEN B. LAWRENCE, JR AND WIFE, OMEGA L.LAWRENCE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE WESTERLY 10 FEET OF LOT NO.29, AND THE EASTERLY 40 FEET OF LOT NO.31, ON THE PLAN OF W.H. HYRONEMUS' ADDITION TO NASHVILLE, AS OF RECORD IN BOOK NO.161, PAGE 174, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.
SAID PARTS OF SAID LOTS LIE ADJOINING AND FRONT 50 FEET ON THE SOUTHERLY SIDE OF SHARPE AVENUE, OR STREET, AND RUN BACK BETWEEN PARALLEL LINES, PARALLEL WITH AND 110 FEET WESTERLY FROM THE WESTERLY MARGIN OF A 50 FOOT STREET, 168 FEET TO AN ALLEY.
BEING THE SAME PROPERTY CONVEYED TO UNITED REALTY COMPANY BY DEED FROM NASHVILLE AND AMERICAN TRUST COMPANY, OF RECORD IN BOOK 909 PAGE 601, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.
TAXES FOR THE YEAR 1933, ON THE ABOVE DESCRIBED PROPERTY, PRO RATED AS OF EVEN DATE HEREWITH ,BY AND BETWEEN THE GRANTORS AND GRANTEES, AND ASSUMED BY THE GRANTEES.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ALLEN B. LAWRENCE, JR. AND WIFE, OMEGA L.LAWRENCE,THEIR heirs and assigns, forever, UNITED REALTY COMPANY, A CORPORATION AS AFORESAID, covenants that IT IS lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. EXCEPT AS SET OUT HEREIN .

UNITED REALTY COMPANY, A CORPORATION AS AFORESAID, further covenants and binds ITSELF, ITS successors heirs and representatives, to warrant and forever defend the title to said real estate to said ALLEN B. LAWRENCE, JR. AND WIFE, OMEGA L.LAWRENCE,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 ALLEN B. LAWRENCE, JR AND WIFE, OMEGA L. LAWRENCE do hereby transfer and convey unto E.E.MURREY, 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.

I declare that I am the true and lawful holder of the within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien thereon. This 6th day of Oct 1937
NASHVILLE TRUST CO.
BY Chas Foote
ASST SECY

I declare that I am the true and lawful holder of the within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien thereon. This 6th day of Oct 1937
Attest: [illegible]
DEPUTY REGISTER

I declare that I am the true and lawful holder of the within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien thereon. This 6th day of Oct 1937
BY Chas Foote



WE, the said ALLEN B. LAWRENCE,E J R AND WIFE, OMEGA L. LAWRENCE, 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 $ 1,575.00 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 ALLEN B. LAWRENCE, JR AND WIFE, OMEGA L.LAWRENCE, 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 THREE 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.

THREE

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 ALLEN B. LAWRENCE, JR AND WIFE OMEGA L.LAWRENCE,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 an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to E.E.MURREY 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 UNITED REALTY COMPANY, A CORPORATION HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS, AND ITS CORPORATE SEAL TO BE AFFIXED ON THIS 30TH DAY OF AUGUST, 1933, AND WE THE SAID ALLEN B. LAWRENCE, JR. AND WIFE, OMEGA L.LAWRENCE

XXX , hereunto set our hands

at NASHVILLE, Tennessee, this the 30TH day of AUGUST, 1933.

(SEAL) UNITED REALTY COMPANY
BY W.W.MCNEILLY, VICE PRESIDENT
ALLEN B. LAWRENCE JR
OMEGA L.LAWRENCE

attest
M.S. Webb, secretary,

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RUTH FOSTER, a Notary Public in and for said County and State, the within named ALLEN B. LAWRENCE, JR AND WIFE, OMEGA L. LAWRENCE the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And OMEGA L.LAWRENCE, WIFE of the said ALLEN B. LAWRENCE, JR having appeared before me privately and apart from HER husband, the said OMEGA L.LAWRENCE, 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 AUGUST, 1933.

My commission expires OCT 15,1935

(Seal) RUTH FOSTER
Notary Public.

NASHVILLE TRUST COMPANY CORPORATE ACKNOWLEDGMENT FORM

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BEFORE ME, RUTH FOSTER A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, PERSONALLY APPEARED W.W. MCNEILLY WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO, UPON OATH, ACKNOWLEDGED HIMSELF TO BE THE VICE PRESIDENT OF THE UNITED REALTY COMPANY THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH VICE PRESIDENT BEING AUTHORIZED SO TO DO,EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS VICE PRESIDENT
AND ALSO PERSONALLY APPEARED M.S. WEBB WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED HIMSELF TO BE SECRETARY OF THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH SECRETARY BEING AUTHORIZED SO TO DO,AFFIXED THE SEAL OF THE SAID CORPORATION TO THE FOREGOING INSTRUMENT TO EXECUTE THE SAME FOR THE PURPOSE THEREIN CONTAINED, AND THAT HE ATTESTED THE SAME AS SUCH OFFICER OF SAID CORPORATION;AND THAT THE SEAL THERETO AFFIXED IS THE GENUINE SEAL OF SAID CORPORATION.
WITNESS MY HAND AND SEAL AT OFFICE IN NASHVILLE,TEN DAVIDSON COUNTY,TENNESSEE, THIS THE 1ST DAY OF SEPTEMBER 1933.
COM.EXPIRES ON THE 15TH DAY OF OCT,1935,
U.S.R.S. $2.00 (SEAL) RUTH FOSTER,NOTARY PUBLIC
1398 NATIONAL LITHO CO. NASHVILLE
REC'D SEPT 1, 1933 AT 12:27 P.M.