NUMBER 36349 RECORDED JAN. 10, 1934. DAN LEECH, ET UX TO MARY B. HORTON.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $4500.00 FORTY-FIVE HUNDRED AND NO/100 DOLLARS AND THE TRANSFER OF REAL ESTATE ACCEPTED AS CASH of which ONE THOUSAND AND NO/100 DOLLARS has been paid in cash by MARY B. HORTON, WIFE OF R.E.HORTON, receipt of which is hereby acknowledged, and for the remainder $3500.00 THIRTY-FIVE HUNDRED AND NO/100 DOLLARS the said MARY B. HORTON AND HUSBAND, R. E. HORTON HAVE THIS DAY EXECUTED THEIR THIRTEEN PROMISSORY NOTES, THE FIRST OF WHICH IS IN THE AMOUNT OF $20.00 AND THE TWELVE REMAINING NOTES IN AMOUNT OF $40.00 EACH. THE FIRST OF SAID NOTES WILL BE DUE ON OR BEFORE JANUARY 22, 1934, AND ONE DUE ON OR BEFORE THE SAME DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL AREPAID. ALL OF SAID NOTES ARE MADE PAYABLE TO THE ORDER OF DAN LEECH. AND FOR THE BALANCE THERE IS A FIRST MORTGAGE OR DEED OF TRUST EXECUTED BY W. A. HAMER AND WIFE, MAMIE J. HAMER, TO E. E. MURREY, TRUSTEE, BEARING DATE OF OCTOBER 7, 1930, TO SECURE A NOTE FOR $3000.00 OF EWEN DATE, RECORDED IN BOOK 798, PAGE 40, REGISTER'S OFFICE FOR DAVIDSON JOUNTY, TENNESSEE.

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

WE, DAN LEECH AND WIFE, MABEL F. LEECH, have this day bargained and sold, and do hereby transfer and convey, unto the said MARY B. HORTON, AS HER SEPARATE ESTATE, FREE FROM THE MARITAL RITES OF HER PRESENT OR ANY FUTURE HUSBAND SHE MAY HAVE, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 62 ON THE PLAN OF M. N. YOUNG'S INGLEWOOD ANNEX, AS OF RECORD IN BOOK 547, PAGE 197, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO. 62 FRONTS 50 FEET, 2 INCHES, ON THE SOUTHERLY SIDE OF NORVEL AVENUE AND RUNS BACK 131 FEET, 9 INCHES, ON THE EASTERLY LINE, AND 133 FEET, 10 INCHES, ON THE WESTERLY LINE TO A DEAD LINE, AND MEASURES 50 FEET, 1 INCH, THEREON.

BEING THE SAME PROPERTY CONVEYED BY DEED FROM W. A. HAMER AND WIFE, MAMIE J. HAMER, TO DAN LEECH, OF RECORD IN BOOK 932, PAGE 160, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THIS DEED IS MADE SUBJECT TO THE SAME RESTRICTIONS AND LIMITATIONS AS SET OUT IN DEED FROM M. N. YOUNG AND WIFE, TO W. A. HAMER AND WIFE, OF RECORD IN BOOK 802, PAGE 24, SAID REGISTER'S OFFICE.

I do hereby certify that the foregoing is a true and lawful holder of the claim secured by the instrument within recorded and hereby acknowledge the satisfaction of the same in full. Witness my hand this ... day of ... 1935.

Attest ... DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MARY B. HORTON, HER 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 AS STATED.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said MARY B. HORTON, HER 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 endorcement 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 MARY B. HORTON AND HUSBAND, R. E. HORTON, do hereby transfer and convey unto M. N. YOUNG, 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 MARY B. HORTON AND HUSBAND, R. E. HORTON, 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 $ 3500.00 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 MARY B. HORTON AND HUSBAND, R. E. HORTON, 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 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 MARY B. HORTON, HER 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 M. N. YOUNG 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 DAN LEECH AND WIFE, MABEL F. LEECH and R. E. HORTON AND WIFE, MARY B. HORTON, hereunto set our hands at NASHVILLE, Tennessee, this the 22ND day of DECEMBER, 193 3..

DAN LEECH
MABEL F. LEECH
MARY B. HORTON
R. E. HORTON

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RUBY NAYLOR, a Notary Public in and for said County and State, the within named DAN LEECH AND WIFE, MABEL F. LEECH; AND R. E. HORTON AND WIFE, MARY B. HORTON, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MABEL F. LEECH AND MARY B. HORTON, WIVES of the said DAN LEECH AND R. E. HORTON, RESPECTIVELY having appeared before me privately and apart from THEIR husband S, the said MABEL F. LEECH AND MARY B. HORTON, 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 23RD day of DECEMBER, 193 3.

My commission expires JULY 11, 1936.

(Seal) RUBY NAYLOR
Notary Public.

U.S.R.S. $1.50.

RECEIVED JAN. 9, 1934, AT 2:20 P.M.

1396 MARSHALL & BRUCE CO. NASHVILLE