NUMBER 39694 RECORDED APR. 19, 1934. LELA VANCE, TO DUWARD A. LAWSON, ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($3000.00) THREE THOUSAND AND NO/100 DOLLARS
of which ($700.00) SEVEN HUNDRED AND NO/100 DOLLARS has been paid in cash by
DUWARD A. LAWSON AND WIFE HATTIE MAE LAWSON, receipt of which is hereby acknowledged, and for the remainder
($2300.00) TWENTY THREE HUNDRED AND NO/100 DOLLARS
the said DUWARD A. LAWSON AND WIFE HATTIE MAE LAWSON

HAVE EXPRESSLY ASSUMED AND AGREED TO PAY ONE CERTAIN NOTE FOR $1800.00, DATED FEBRUARY 7TH, 1934, FULLY DESCRIBED IN AND SECURED BY A DEED OF TRUST SIGNED BY LELA VANCE, TO THOS. H. WARREN, TRUSTEE, OF RECORD IN BOOK 938, PAGE 34, R.O.D.C. TENNESSEE; AND FOR THE BALANCE OF SAID CONSIBERATION, THE SAID DUWARD A. LAWSON AND WIFE, HATTIE MAE LAWSON, HAVE EXECUTED 33 PRINCIPAL PROMISSORY NOTES, ALL DATED APRIL 17TH, 1934, THE FIRST 32 BEING IN THE PRINCIPAL SUM OF $15.00 EACH AND THE 33RD OR LAST ONE FOR $20.00, BUT THE INTEREST HAS BEEN COMPUTED AT 6% PER ANNUM AND ADDED INTO THE FACE OF THE NOTES, MAKING THE FIRST NOTE IN THE SUM OF $17.50, AND THE OTHERS, IN SUCCESSIVE ORDER, DECREASING 7¢ AND 8¢ ALTERNATELY, MAKING THE 32ND NOTE FOR $15.17, AND THE 33RD NOTE FOR $20.10, SAID SERIES OF NOTES AGGREGATE THE SUM OF $500.00 IN PRINCIPAL, THE FIRST NOTE MATURING MAY 17, 1934, AND THE OTHERS ONE ON THE 17TH DAY OF EACH MONTH THEREAFTER UNTIL ALL HAVE MATURED, SAID NOTES BEING PAYABLE TO THE ORDER OF "OURSELVES",

I declare that I am the true and lawful holder of the within note secured by Deed of Trust and that the same has been fully paid and discharged to the satisfaction thereof this 22 day of June 1937

Attest: J. C. Tatum
DEPUTY REGISTER

all of said notes bearing six per cent interest from MATURITY 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

I, LELA VANCE, UNMARRIED
have this day bargained and sold, and do hereby transfer and convey, unto the said
DUWARD A. LAWSON AND WIFE HATTIE MAE LAWSON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY 60 FEET OF LOTS NOS. 55, 56 AND 57 ON THE MAP OF PART OF WEST GROVE SUBDIVISION, AS OF RECORD IN BOOK 421, PAGE 109, REGISTER'S OFFICE FOR SAID COUNTY.

SAID PARTS OF LOTS NOS. 55, 56 AND 57 FRONT 60 FEET ON THE NORTHERLY SIDE OF NEBRASKA, FORMERLY GRAND AVENUE AND RUN BACK BETWEEN PARALLEL LINES, WITH THE WESTERLY MARGIN OF 39TH AVENUE NORTH, 150 FEET TO A DEAD LINE.

BEING THE SAME PROPERTY CONVEYED TO LELA VANCE BY DEED FROM A. J. LEGG, OF RECORD IN BOOK 919, PAGE 253, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said DUWARD A. LAWSON AND WIFE HATTIE MAE LAWSON, THEIR heirs and assigns, forever, I covenant that I AM 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 HEREINBEFORE SET OUT, AND TAXES FOR THE YEAR 1934, WHICH THE PURCHASERS ASSUME AND AGREE TO PAY.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said DUWARD A. LAWSON AND WIFE HATTIE MAE LAWSON, 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 DUWARD A. LAWSON AND WIFE HATTIE MAE LAWSON

do hereby transfer and convey unto W. H. COX, JR., 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 DUWARD A. LAWSON AND WIFE HATTIE MAE LAWSON, 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 $ 2000.00 FIRE AND $1500.00 TORNADO 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 DUWARD A. LAWSON AND WIFE HATTIE MAE LAWSON, 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 DUWARD A. LAWSON AND WIFE HATTIE MAE LAWSON,- 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 W. H. COX, JR. 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 LELA VANCE, UNMARRIED

and DUWARD A. LAWSON AND WIFE HATTIE MAE LAWSON, hereunto set our hands at NASHVILLE, Tennessee, this the 17TH day of APRIL, 193 4.

LELA VANCE
DUWARD A. LAWSON
HATTIE MAI LAWSON

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WILEY C. WILSON, a Notary Public in and for said County and State, the within named LELA VANCE, UNMARRIED, AND DUWARD A. LAWSON AND WIFE, HATTIE MAE LAWSON the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And HATTIE MAE LAWSON, WIFE of the said DUWARD A. LAWSON having appeared before me privately and apart from HER husband, the said HATTIE MAE LAWSON, 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 17TH day of APRIL, 193 4.

My commission expires JULY 16, 1934. (Seal) WILEY C. Wilson WILEY

Notary Public.

U.S.R.S. $1.50.

RECEIVED APRIL 18, 1934, AT 2:28 P.M.

7405 MARSHALL & BRUCE CO. NASHVILLE