 NUMBER 46822 RECORDED SEPT. 22ND, 1934, W. J. ALLEN ET UX, TO E. B.THWEATT ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($3,750.00) THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS of which THREE HUNDRED FIFTY AND NO/100 ($350.00) .... DOLLARS has been paid in cash by E. B. THWEATT AND WIFE ELOISE T. THWEATT, , receipt of which is hereby acknowledged, and for the remainder ($3,400.00) THREE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS the said E. B. THWEATT AND WIFE ELOISE T. THWEATT, HAVE EXECUTED THEIR PROMISSORY NOTE, BEARING EVEN DATE HEREWITH PAYABLE TO THE ORDER OF NASHVILLE TRUST COMPANY IN THE SUM OF THIRTY FOUR HUNDRED AND NO/100 ($3,400.00) PAYABLE IN ONE HUNDRED EIGHTY (180) MONTHLY INSTALLMENTS OF $28.70 EACH. THE FIRST INSTALLMENT FALLING DUE ON THE 20TH DAY OF OCTOBER, 1934, AND THE OTHERS MONTHLY THEREAFTER RESPECTIVELY. EACH OF SAID INSTALLMENTS INCLUDING PRINCIPAL AND INTEREST

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 24th day of September 1935

Attest: J. C. Kelly, Jr. By Nashville Trust Co. Asst. Secy.

COUNTY REGISTER

XXXXXXXXXXXXXXXXXXXXXXXX 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 W. J. ALLEN AND WIFE KATE MCNISH ALLEN, have this day bargained and sold, and do hereby transfer and convey, unto the said E. B. THWEATT, AND WIFE ELOISE T. THWEATT, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING SITUATED IN THE 11TH (FORMERLY THE 18TH) CIVIL DISTRICT OF SAID DAVIDSON COUNTY, AND STATE OF TENNESSEE, DESCRIBED AS FOLLOWS:
BEING LOT NO. 3 OF THE MORA SHARPE LAND AS OF RECORD IN PLAN BOOK 547, PAGE 114, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
SAID LOT NO.3 FRONT S 100 FEET ON THE SOUTHERLY SIDE OF RIVERSIDE DRIVE AND RUNS BACK BETWEEN THE LINES OF L OTS NOS. 2 AND 4 ON SAID PLAN 197.5 FEET TO A POINT, AND SHOWS 60 FEET ON SAID REAR LINE. SITUATED ON SAID LOT NO. 3 IS A SIX OR SEVEN ROOM FRAME DWELLING.
BEING PART OF THE SAME PROPERTY CONVEYED TO W. J. ALLEN BY DEED FROM J.T. REYNOLDS, ET AL OF RECORD IN BOOK 855, PAGE 659, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE
TAXES FOR THE YEAR 1934, ON THE HEREIN DESCRIBED PROPERTY PRO RATED AS OF EVEN DATE HEREWITH BY AND BETWEEN THE GRANTOR AND GRANTEE AND ASSUMED BY THE GRANTEE.
GRANTORS HEREBY ASSIGN TO THE SAID E. B. THWEATT AND WIFE ELOISE T. THWEATT, ALL RIGHTS AND PROVILEGES GIVEN IN DEED FROM SAID J. T. REYNOLDS ET AL OF RECORD IN BOOK 855, PAGE 659 WITH RESPECT TO THE RIGHT TO TAP THE WATER MAIN IN THE REAR OF SAID LOT NO. 3

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said E. B. THWEATT, AND WIFE ELOISE T. THWEATT 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. EXCEPT AS SET OUT HEREIN

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said E. B. THWEATT, AND WIFE ELOISE T. THWEATT, 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 E. B. THWEATT, AND WIFE ELOISE T. THWEATT, [illegible] VILLE TRUST COMPANY A BANKING CORPORATION OF NASHVILLE TENNESSEE AND HIS SUCCESSORS IN OFFICE AS do hereby transfer and convey unto E.E. MURREY AS VICE PRESIDENT OF THE NASHVILLE 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 E. B. THWEATT, AND WIFE ELOISE T. THWEATT, , 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 $ 3,400.00 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 E. B. THWEATT, AND WIFE ELOISE T. THWEATT, , 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 E. B. THWEATT AND WIFE ELOISE T. THWEATT, 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 VICE PRESIDENT & HIS SUCCESSORS/ AS AFORESAID 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~~ WE THE SAID W. J. ALLEN AND WIFE KATE MCNISH ALLEN and E. B. THWEATT, AND WIFE ELOISE T. THWEATT, , hereunto set our hands at NASHVILLE, , Tennessee, this the 20TH day of SEPTEMBER , 1934.

W. J. ALLEN
KATE MCNISH ALLEN
E. B. THWEATT,
ELOISE T. THWEATT,

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 E. B. THWEATT AND WIFE ELOISE T. THWEATT, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ELOISE T. THWEATT, WIFE , of the said E. B. THWEATT, having appeared before me privately and apart from HER husband , the said ELOISE T. THWEATT, , 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 20TH day of SEPTEMBER , 1934

My commission expires OCT. 15, 1935

(Seal) RUTH FOSTER,
Notary Public.

STATE OF TENNESSEE
DAVIDSON COUNTY,

PERSONALLY APPEARED BEFORE ME HATTIE L. SPANN A NOTARY PUBLIC IN AND FOR SAID COUNTYAND STATE THE WITHIN NAMED W. J. ALLEN AND WIFE KATE MCNISH ALLEN THE BARGAINORS WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. AND KATE MCNISH ALLEN WIFE OF THE SAID W. J. ALLEN HAVING APPEARED BEFORE ME PRIVATELY AND APART FROM HER HUSBAND THE SAID KATE MCNISH ALLEN 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 21ST DAY OF SEPTEMBER 1934. (SEAL) HATTIE L. SPANN,

MY COMM. EX. APRIL 15, 1935 NOTARY PUBLIC

7405 U.S.R.S .04.00

RECD SEPT. 21ST 1934 AT 12: 15 P.M.