INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED AND FIFTY ($250.00) DOLLARS of which FIFTY ($50.00) DOLLARS has been paid in cash by WILL HENRY WILLIAMS AND WIFE FANNIE WILLIAMS the receipt of which is hereby acknowledged, and for the remainder, $200.00, THE SAID WILL HENRY WILLIAMS DOLLARS, the said WILL HENRY WILLIAMS AND WIFE FANNIE WILLIAMS ha WE EXECUTED AND DELIVERED THEIR TWENTY (20) PROMISSORY NOTES OF EVEN DATE WITH THIS INSTRUMENT, PAYABLE TO THE ORDED OF ROBERT LUSK, MONTHLY, BEGINNING THE 5TH DAY OF MARCH, 1925, AND CONTINUING MONTHLY, THEREAFTER UNTIL ALL ARE PAID. SAID NOTES ARE NUMBERED FROM ONE (1) TO TWENTY (20), BOTH INCLUSIVE, BEAR INTEREST FROM DATE AT SIX (6) PER CENT, AND PROVIDE FOR THE PAYMENT OF ATTORNEYS FEES AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST AND ATTORNEYS FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND, HEREIN CONVEYED.

This the 17th day of June 1925. Robt Lusk

The within debt secured herein having been paid in full we hereby release the lien on the within described property held to secure the payment of said debt. This the ____ day of ____ 1925. ____ Deputy Register.

all of said notes bearing six per cent interest from date, and providing for payments 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 ROBERT LUSK, TRUSTEE AND ROBERTY LUSK AND WIFE BINNIE BRIGGS LUSK. have this day bargained and sold, and do hereby transfer and convey unto the said WILL HENRY WILLIAMS AND WIFE FANNIE WILLIAMS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: LOT NO. 16 IN E.T. BROWNS SUBDIVISION OF A PART OF THE PATTERSON TRACT, ACCORDING TO THE PLAN OF SAID SUBDIVISION OF RECORD IN THE OFFICE OF THE REGISTER OF DAVIDSON COUNTY, TENNESSE. IN BOOK 332 PAGE 60, SAID LOT NO. 16 HEREIN CONVEYED, FRONTS 50 FEET ON THE WEST SIDE OF HOGAN STREET AND RUNS BACK XXXXXXXXX BETWEEN PARALLEL LINES 148 FEET, MORE OR LESS, TO A LINE, IT BEING PART OF THE SAME PROPERTY CONVEYED TO ROBERT LUSK TRUSTEE, BY DEED XXXX FROM J.C. MORELOCK, TRUSTEE, OF RECORD IN BOOK 426 PAGE 370 R.O.D.C. TENNESSEE.

AND AGREE TO PAY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WILL HENRY WILLIAMS AND WIFE FANNIE WILLIAMS, 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 unincumbered EXCEPT BY 1925 R. AND TAXES WITH PURCHASERS ASSUMING. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said WILL HENRY WILLIAMS AND WIFE FANNIE WILLIAMS 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 FANNIE WILLIAMS. avoiding 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 WILL HENRY WILLIAMS AND do hereby transfer and convey unto ROBERT LUSK. 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 WILL HENRY WILLIAMS AND WIFE FANNIE WILLIAMS, 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 $ 100.00, 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 behefit of the lawful owner and holder of notes, as his interest may appear.

WE further agrees 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 herein, the same to bear interest from the date of such payment.

Now, if WE, the said WILL HENRY WILLIAMS AND WIFE FANNIE WILLIAMS, 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 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.

3d. 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 WILL HENRY WILLIAMS AND WIFE FANNIE WILLIAMS, 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-matured 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 _____, 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 relaion to his trusteeship.

In Witness Whereof, We, the said ROBERT LUSK AND WIFE BINNIE BRIGGS LUSK & ROBERT LUSK TRUSTEE, and _____, hereunto set our hands at NASHVILLE, Tennessee, this the 5TH. DAY OF JUNE, 1925.

WILL H. WILLIAMS
FANNIE WILLIAMS.
ROBERT LUSK TRUSTEE.
ROBERT LUSK.
BINNIE BRIGGS LUSK.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, BERNICE BAKER, a Notary Public in and for said County and State, the within-named WILL HENRY WILLIAMS AND WIFE FANNIE WILLIAMS, the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And FANNIE WILLIAMS, wife of the said WILL HENRY WILLIAMS, having appeared before me privately and apart from HER husband, the said WILL HENRY WILLIAMS, THE SAID FANNIE WILLIAMS, 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 3 RD. day of APRIL, 1925.
My commission expires on the ____ day of ____, 192__. (SEAL) BERNICE BAKER. Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARTIN SEITLE, a Notary Public in and for said County and State, the within-named ROBERT LUSK TRUSTEE AND ROBERT LUSK AND WIFE BINNIE BRIGGS LUSK, the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And BINNIE BRIGGS LUSK, wife of the said ROBERT LUSK, having appeared before me privately and apart from HER husband, the said BINNIE BRIGGS LUSK, 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 31ST. day of MARCH, 1925.
My commission expires on the ____ day of ____, 192__. (SEAL) MARTIN SEITLE. Notary Public.

RECEIVED FOR RECORD JULY 14TH. 1926. AT 11-45 A.M.

U.S.R.S. $0.50 ✓