NUMBER 92552 RECORDED SEPT 24, 1926 LITTELL RUST ET UX TO CECIL ALLEN SMITH ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED FIFTY ONE NO/100 ($151.00) DOLLARS of which ONE AND NO/100 ($1.00) DOLLARS has been paid in cash by CECIL ALLEN SMITH & WIFE ROBERTA J. SMITH, the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED FIFTY & NO/100 ($150.00) DOLLARS, the said CECIL ALLEN SMITH AND WIFE ROBERTA J. SMITH have THIS DAY EXECUTED THEIR SIX (6) PROMISSORY NOTES PAYABLE TO THE ORDER OF LITTELL RUST ONE, THE FIRST ONE BEING FOR THE SUM OF FIFTY & NO/100 ($50.00) DOLLARS, FALLINE DUE ON OR BEFORE MAY 1ST 1927 AND THE LAST FIVE (5) NOTES BEING FOR THE SUM OF TWENTY & NO/100 ($20.00) DOLLARS, EACH, THE FIRST FALLING DUE ON OR BEOFER JUNE 1ST, 1927 AND THE OTHERS ONE ON OR BEFORE THE FIRST DAY OF EACH AND EVERY MONTH CONSECUTIVELY THEREAFTER UNTIL ALL ARE PAID, AND

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, LITTELL RUST & WIFE MARGABET S. RUST have this day bargained and sold, and do hereby transfer and convey unto the said CECIL ALLEN SMITH & WIFE ROBERTA J. SMITH THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NUMBER FORTY-TWO (42) ON THE MAP OF WOODDALE GROVE ANNEX, A SUBDIVISION IN THE THIRD CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, A PLAN OFWHICH SUBDIVISION IS OF RECORD IN BOOK NO 54, PAGES 109 AND 110 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN SAID LOT NO. 42 FRONT FIFTY (50) FEET ON THE EASTERLY SIDE OF MIAMI AVENUE, AND EXTENDS BACK BETWEEN PARALLEL LINES ONE HUNDRED FIFTY (150) FEET TO A DEAD LINE.

AND BENG THE SAME PROPERTY CONVEYED TO THE UNDERSIGNED LITTELL RUST BY DEED OF J. H. GOTHARD AND WIFE MYRTLE A. GOTHARD, DATED MARCH 29TH, 1926 AND RECORDED IN BOOK NO __ PAGE __ OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE.

I, J. S. WILES, BEING THE LAWFUL HOLDER OF A NOTE FOR $3150.00 COVERING THE PROPERTY HEREIN DESCRIBED AND CONVYED AND SAID NOTE BEING SECURED BY DEED OF TRUST OF RECORD IN BOOK NO 671 PAGE 705 OF THE SAID REGISTER'S OFFICE BEING IN FAVOR OF H. W. BRUCE, TRUSTEE, JOIN IN THIS INSTRUMENT FOR THE SOLE PURPOSE OF RELEASING THE LIEN RETAINED ON THE WITHIN DESCRIBED PROPERTY TO SECURE THE PAYMENT OF SAAD NOTE, BUT ON FURTHER OR OTHERWISE.

The entire debt secured herein having been paid in full, we, the lawful owner and holder of said notes, hereby release the lien on the within described property, held to secure the payment of said debt. This 31 day of July 1926. J. C. Wiles, Davidson Register, Attest:

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CECIL ALLEN SMITH & WIFE ROBERTA J. SMITH, 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 unincumbered.

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said CECIL ALLEN SMITH & WIFE ROBERTA J. SMITH 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 any 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 CECIL ALLEN SMITH & WIFE ROBERTA J. SMITH have bargained and sold, and do hereby transfer and convey unto CHAS. U. COGGIN 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 CECIL ALLEN SMITH & WIFE ROBERTA J. SMITH, 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 $ --- 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 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 samo to bear interest from the date of such payment.

Now, if WE, the said CECIL ALLEN SMITH & WIFE ROBERTA J. SMITH, 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 CECIL ALLEN SMITH & WIFE ROBERTA J. SMITH, 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-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 CHAS. U. COGGIN, 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 LITTELL RUST AND WIFE MARGARET S. RUST, AND J. S. WILES and CECIL ALLEN SMITH & WIFE ROBERTA J. SMITH, hereunto set our hands at NASHVILLE, Tennessee, this the 2ND DAY OF AUGUST, 1926

LITTELL RUST
MARGARET S. RUST
CECIL ALLEN SMITH
ROBERTA J. SMITH
J. C. WILES

ACKNOWLEDGEMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EDGAR C. ALLEN, a Notary Public in and for said County and State, the within-named LITTELL RUST & WIFE MARGARET S. RUST AND CECIL ALLEN SMITH AND WIFE ROBERTA J. SMITH AND J. S. WILES the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARGARET S. RUST AND ROBERTA J. SMITH, wi VES of the said LITTELL RUST AND CECIL ALLEN SMITH having appeared before me privately and apart from THEIR husband S, the said MARGARET S. RUST AND ROBERTA J. SMITH, 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 5TH day of AUGUST, 1926

My commission expires on the 6TH day of JULY, 1928 (SEAL) EDGAR C. ALLEN, Notary Public.

REC'D AUG. 11, 1926 AT 3:00 P. M.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ---, a Notary Public in and for said County and State, the within-named ---

the bargainor ---, with whom I am personally acquainted, and who acknowledged that --- executed the within instrument for the purposes therein contained.

And ---, wi --- of the said ---

having appeared before me privately and apart from --- husband ---, the said ---, acknowledged the execution of the said instrument to have been done by --- freely, voluntarily, and understandingly, without compulsion or constraint from --- said husband ---, and for the purposes therein expressed.

Witness my hand and official seal at ---, Tennessee, this --- day of ---, 192---

My commission expires on the --- day of ---, 192--- ---, Notary Public.