NUMBER 98256 RECORDED FEB 8, 1927 KAREN M. WEST ET AL TO ROBERT FLIPPIN ET UX.,

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $1100.00 ELEVEN HUNDRED ---------- DOLLARS of which TWO HUNDRED FORTY ---------- DOLLARS has been paid in cash by ROBERT FLIPPIN AND WIFE LILLIE FLIPPIN, ----, the receipt of which is hereby acknowledged, and for the remainder EIGHT HUNDRED AND 31 XTY ---------- DOLLARS, the said ROBERT FLIPPIN AND WIFE LILLIE FLIPPIN ---------- ha VE EXECUTED THEIR 71 MONTHLY NOTES THE 1ST OF 20.00 PRINCIPAL THE OTHER 70 OF 12.00 EACH PRINCIPAL WITH THE ACCUMULATED INTEREST ON ALL ADDED TO THE FACE OF EACH NOTE AS IT MATURES, MAKING THE FACE OF THE 1ST NOTE IN THE SUM OF 24.30 THE SECOND IN THE SUM OF 16.20 AND EACH NOTE THEREAFTER IN AN AMOUNT 6CTS LESS THAN THE PRECEDING NOTE THE LAST OR 71ST NOTE IN THE SUM OF 12.06 SAID NOTES ARE PAYABLE TO THE ORDER OF KAREN M. WEST, THE FIRST ONE BEING DUE OCT 15, 1926 AND ONE ON THE 15TH OF EACH MONTH THEREAFTER UNTIL ALL ARE DUE AND PAYABLE

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge its satisfaction thereof and discharge of the lien to secure the same in full. This 9 day of Dec 1926

Attest: [signature] DEPUTY REGISTER

all of said notes bearing six per cent interest from date DUE and providing for payments of attorney's fees; and to secure the payment said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, ---------- WE, KAREN M. WEST AND HUSBAND RICHARD S. WEST ---------- have this day bargained and sold, and do hereby transfer and convey unto the said ROBERT FLIPPIN AND WIFE LILLIE ---------- FLIPPIN, ---------- THE LR ---- heirs and assigns, certain real estate in Davidson Coun Tennessee, as follows:

SOUTHER 33½ FEET OF THE NORTHERLY 50 FEET OF LOT NO 275 IN MCGAVOCK AND WETMORES SECOND ADDITION TO NASHVILLE, CALLED THE ADDITION TO THE TOWN OF MCGAVOCK, FRONTING 33-1/3 FEET ON THE WEST SIDE OF ALBERTA AVENUE AND EXTENDING BACK WESTERLY BETWEEN PARALLEL LINES 170 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO KAREN M.WEST BY DEED OF M. E. ROOP TRUSTEE, EXECUTED APR. 5, 1926 AND OF RECORD IN B. 692 P. 759 R.O.B.C. TENN TO WHICH REFERENCE IS MERE MADE.

1926 TAX ¾ PAID BY GRANTOR ¼ BY GRANTEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ROBERT FLIPPIN AND WIFE LILLIE FLIPPIN, ---------- 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 ROBERT FLIPPIN AND WIFE LILLIE FLIPPIN, ---------- 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 ROBERT FLIPPIN & WIFE LILLIE FLIPPIN do hereby transfer and convey unto M. E. ROOP ----------, 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 ROBERT FLIPPIN AND WIFE LILLIE FLIPPIN ----------, 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 $ 850.00 ---- 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 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 ---- 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 ROBERT FLIPPIN AND WIFE LILLIE FLIPPIN ----------, 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. ---- 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 ROBERT FLIPPIN AND WIFE LILLIE ----------, 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 M. E. ROOP ----------, 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 KAREN M. WEST AND RICHARD S. WEST ROBERT FLIPPIN and WIFE LILLIE FLIPPIN ----------, hereunto set our hands at NASHVILLE ----------, Tennessee, this the 15 DAY OF SEPTEMBER ----------, 192 6

RICHARD S. WEST
KAREN M. WEST
ROBERT FLIPPIN
LILLIE FLIPPIN

ACKNOWLEDGEMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. F. HARDISON ----------, a Notary Public in and for said County and State, the within-named RICHARD S. WEST AND WIFE KAREN M. WEST, ROBERT FLIPPIN AND WIFE LILLIE FLIPPIN ---------- the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And KAREN M. WEST AND LILLIE FLIPPIN ----------, wi VES of the said RICHARD S. WEST AND ROBERT FLIPPIN, RESPECTIVELY having appeared before me privately and apart from THEIR husband S, the said KAREN M. WEST AND LILLIE FLIPPIN ----------, 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 24 day of DEC ----------, 1926.

My commission expires on the 2 day of JULY ----------, 1927 (SEAL) W. F. HARDISON ----------, Notary Public.

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.

REC'D DEC 30, 1926 AT 12:22 P. M.