J.B.ROBINSON TO DEED JAMES COLE ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($800.00) EIGHT HUNDRED NO/100 DOLLARS of which SIXTY TWO AND 50/100 DOLLARS has been paid in cash by JAMES COLE AND WIFE IRIS COLE the receipt of which is hereby acknowledged, and for the remainder OF (737.50) SEVEN HUNDRED THIRTY SEVEN AND 50/100 DOLLARS, the said JAMES COLE AND WIFE IRIS COLE ha WE EXECUTED AND DELIVERD UNTO TH J.B.ROBINSON THEIR 74 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH ,73 OF WHICH ARE FOR $10.00 EACH PAYABLE MONTHLY .

THE INTEREST AT 6% HAVING BEEN COMPUTED ON THE WHOLE AND ADDED INTO THE FACE OF EACH NOTE AND THE LARGEST NOTE PAYABLE FIRST, AND THE OTHERS ON A DECREASING SCALE OF FIVE CENTS EACH. ONE NOTE IS FOR $7.50 AND THE INTEREST ADDED INTO THE FACE MAKING IT FOR $10.27 AND IS THE LAST OF SAID NOTES.

THE FIRST ONE OF SAID NOTES IS FOR $13.65 FALLING DUE ON THE FIRST DAY OF JANUARY , 1927. AND THE OTHERS FOR 5% LESS THAN THE PRECEEDING NOTE FALLING DUE CONSECUTIVELY ON THE 1ST DAY OF EACH SUCCEEDING MONTH THERAFTER UNTIL ALL NOTES AND INTEREST ARE FULLY PAID.

MATURITY

all of said notes bearing six per cent interest from MATURITY 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, J.B.ROBINSON AND WIFE VIRGIE MAY ROBINSON have this day bargained and sold, and do hereby transfer and convey unto the said JAMES COLE AND WIFE , IRIS COLE THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING THE NORTHERLY 15 FEET OF LOT NO. 11 AND THE SOUTHERLY 20 FEET OF LOT NO. 10 OF HERMITAGE ADDITION WHICH IS RECORDED IN BOOK NO. 57 , PAGE 42 AND 43 OF THE R.O.D.C. TENNESSEE.

SAID 15 FEET OF LOT NO. 11 AND 20 FEET OF LOT NO. 10 FRONT TOGEATHER 35 FEET ON THE EASTERLY SIDE OF DECATUR STREET , AND RUN BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

BEING PART OF THE SAME PROPERTY CONVEYED TO J.B.ROBINSON BY DEED OF MISS FRONNIE ROBINSON A SINGLE WOMAN ,AS OF RECORD IN BOOK NO.699 , PAGE 655 OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE GRANTOR HEREIN IS TO PAY THE STATE AND COUNTY TAXES FOR 1926.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES COLE AND WIFE , IRIS COLE , 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 JAMES COLE AND WIFE IRIS COLE 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 JAMES COLE AND WIFE IRIS COLE do hereby transfer and convey unto C.M.POLSTON , Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

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 27 day of Dec. 1926.

Amount $737.50

Now, the amount for $737.50 cash, having been paid in full, to [illegible] and holder thereof, I do hereby release and discharge upon the within described property. Witness my hand this 27 day of Dec. 1926.

$737.50 Paid

WE, the said JAMES COLE AND WIFE IRIS COLE, 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 $ 700.00 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 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 JAMES COLE AND WIFE IRIS COLE, 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, IF 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 JAMES COLE AND WIFE IRIS COLE OR 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 C.M.POLSTON 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 J.B.ROBINSON AND WIFE VIRGIE MAY ROBINSON and JAMES COLE AND WIFE IRIS COLE, hereunto set our hands at NASHVOLLE, Tennessee, this the 1ST. DAY OF DECEMBER, 1926.

J.B.ROBINSON
VIRGIE MAY ROBINSON.
JAMES COLE
[R]S.COLE

ACKNOWLEDGEMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E.D.MATHEWS, a Notary Public in and for said County and State, the within-named J.B.ROBINSON AND WIFE VIRGIE MAY ROBINSON AND JAMES COLE AND WIFE IRIS COLE. the bargainorS., with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And VIRGIE MAY ROBINSON AND IRIS COLE, wiVES, of the said J.B.ROBINSON AND JAMES COLE, RESPECTIVELY having appeared before me privately and apart from THEIR husbandS, the said VIRGIE MAY ROBINSON AND IRIS COLE, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbandS, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 8TH day of DECEMBER, 1926.

My commission expires on the 18TH day of JAN., 1926, (SEAL) E.D.MATHEWS. 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.

RECEIVED DEC. 10TH. 1926 AT 11.55 A.M.