NUMBER 16306 RECORDED JULY 30, 1927. ROSA B. NOEL TO ROBERT HOLT, JR.,

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SIX HUNDRED AND NO/100 DOLLARS of which TWENTY FIVE DOLLARS has been paid in cash by ROBERT HOLT, JR., the receipt of which is hereby acknowledged, and for the remainder OF FIVE HUNDRED SEVENTY FIVE & NO/100 DOLLARS, the said ROBERT HOLT, JR. ha S EXECUTED HIS THIRTY EIGHT (38) PROMISSORY NOTES, OF EVEN DATE HEREWITH, OF $15.00 EACH AND ONE NOTE OF $5.00 OF THE SAME DATE, ALL BEARING 6% INTEREST FROM DATE, THE FIRST OF THE SERIES BEING DUE THIRTY DAYS FROM DATE AND ONE DUE ON THE SEVENTEENTH DAY OF EACH SUCCEEDING MONTH THEREAFTER.

The entire debt secured herein having been paid in full to the lawful owner and holder of the notes secured hereby, I do hereby release the lien on the within described property and direct the Register to record this payment of said debt. This 27 day of May, 1927.
Attest: R. E. Frizzell
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 I, ROSA B.NOEL, AN UNMARRIED WOMAN have this day bargained and sold, and do hereby transfer and convey unto the said ROBERT HOLT, JR, HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

THE FIRST TRACT: BEING IN THE 7TH CIVIL DISTRICT OF DAVIDSON COUNTY, NEAR THE NOLENSVILLE PUBLIC ROAD AND ABOUT SEVEN MILES FROM THE CITY OF NASHVILLE, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH-EAST CORNER OF THE TEN ACRE LOT OF THE ED ENSLEY LAND SOLD BY DECREE OF CHANCERY COURT AT NASHVILLE IN THE CASE OF J.C.PROVINE, ADMINISTRATOR, ET ALS VS H.M. WILLIAMS ET ALS, SAID DECREE RENDERED AT THE MAY TERM OF SAID COURT IN 1866; AND RUNNING THENCE SOUTH 10 DEGREES WEST 12 POLES AND 16½ LENGTHS TO A POINT IN THE EAST BOUNDARY LINE OF SAID TEN ACRE TRACT; THENCE WEST 12 POLES AND 16½ LENGTHS TO A POINT; THENCE NORTH 10 DEGREES EAST 12 POLES AND 16½ LENGTHS TO A POINT IN THE NORTH BOUNDARY LINE OF SAID TEN ACRE TRACT; THENCE EAST 12 POLES AND 16½ LENGTHS TO THE BEGINNING, AND CONTAINING ONE ACRE, IT BEING THE SAME TRACT OF LAND SOLD BY L.I.HARRIS TO HENRIETTA WHITE WHO SUBSEQUENTLY MARRIED STEPHEN WARREN, A DEED TO WHICH IS REGISTERED IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, IN BOOK 101, PAGE 368, TO WHICH REFERENCE IS HERE MADE FOR A MORE PERFECT DESCRIPTION.

THE SECOND TRACT: BE GROUND ABOVE REFERRED TO ADJOINS THE TRACT ABOVE CONVEYED AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF A ONE ACRE TRACT HERETOFORE SOLD BY L.I.HARRIS TO SAID HENRIETTA WHITE; RUNNING THENCE WEST WITH THE NORTH BOUNDARY LINE OF THE TEN ACRE TRACT OF THE ED ENSLEY LAND AND BEING A PORTION OF THE SAME SOLD BY DECREE OF CHANCERY COURT AT NASHVILLE IN THE CASE OF J.C.PROVINE ADMINISTRATOR, ET ALS, VS H.M.WILLIAMS, ET ALS, SAID DECREE RENDERED AT THE MAY TERM OF SAID COURT IN 1866; 209.4 FEET TO A POINT; IN SAID LINE; THENCE SOUTH 10 DEGREES WEST 208 FEET TO A POINT; THENCE WEST 209.4 FEET TO THE SAID HENRIETTA WARREN'S SOUTHWEST CORNER; THENCE NORTH 10 DEGREES EAST 208 FEET TO THE BEGINNING AND CONTAINING ONE ACRE, AND BEING THE SAME TRACT OF GROUND CONVEYED TO HENRIETTA WHITE WHO IS NOW HENRIETTA WARREN BY L.I.HARRIS BY DEED REGISTERED IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENESSEE IN BOOK 115, PAGE 440, TO WHICH REFERENCE IS HERE MADE FOR A MORE PERFECT DE CRIPTION.

FROM THE ABOVE TWO ACRES IS TO BE DEDUCTED ONE HALF ACRE WHICH THE SAID HENRIETTA WARREN CONVEYED TO MOSE GOENS AND WIFE MAGGIE GOENS, BY DEED DATED THE 18TH DAY OF NOVEMBER, 1915 AND RECORDED IN THE REGISTER' S OFFICE OF SAID COUNTY IN BOOK ____ PAGE _____ TO WHICH REFERENCE IS HERE MADE:

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ROBERT HOLT, JR., ____heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered.

I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said ROBERT HOLT, JR HIS 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 I in hand paid I, the said ROBERT HOLT, JR., do hereby transfer and convey unto I, H.MCMORROUGH, 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, the said ROBERT HOLT, JR., 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 $ 500.00 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.

I 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 I 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 I, the said ROBERT HOLT, JR., 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 I 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 I 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.

I 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. I 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 ME, MY 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 relation to his trusteeship.

In Witness Whereof, We, the said ROSA B.NOEL and ROBERT HOLT, JR. hereunto set our hands at NASHVILLE, Tennessee, this the 17 DAY OF MAY, 1927.

ROSA B.NOEL
ROBERT HOLT, JR.

ACKNOWLEDGMENT BEFORE N. P.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E.C.DOYLE, a Notary Public in and for said County and State, the within-named ROSA B.NOEL, AN UNMARRIED WOMAN ROBERT HOLT JR the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY 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 NASHVILLE, Tennessee, this 17 day of MAY, 1927.
My commission expires on the 9 day of OCT., 1929. (SEAL) E.C.DOYLE 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 JULY 20, 1927 AT 10:26 A.M.