NUMBER 16213 RECORDED JULY 27, 1927. M.L.ROBIN ET UX TO ROSCOE SPRINGER ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $2000.00 TWO THOUSAND DOLLARS of which FOUR HUNDRED AND NO/100 DOLLARS has been paid in cash by ROSCOE SPRINGER & WIFE ALBERTA SPRINGER, the receipt of which is hereby acknowledged, and for the remainder SIXTEEN HUNDRED DOLLARS the said ROSCOE SPRINGER & WIFE ALBERTA SPRINGER HAVE EXECUTED THEIR 41 PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF M.L.ROBIN THE FIRST ONE OF SAID NOTES IS FOR THE SUM OF $28.00 AND IS DUE AUGUST 15, 1927, AND EACH NOTE THEREAFTER DIMISHES BY .10¢ FROM THE AMOUNT OF THE PROCEEDING NOTE EXCEPT THE LAST NOTE. THE 40TH NOTE BEING FOR THE SUM OF $24.10 AND THE 41ST AND LAST NOTE BEING FOR THE SUM OF $804.00. INTEREST BEING CALCULATED IN THE FACE OF THE ABOVE NOTES. THE SECOND NOTE IS DUE SEPTEMBER 15, 1927, AND ONE NOTE ON THE 15TH DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE DUE AND PAYABLE.

The note (or notes) secured herein having been paid in full to me, the lawful owner and holder thereof, I hereby release the lien on the within described property, held to secure the payment of said debt. This ___ day of ___, 1930.

M. L. Robin

Register's Office, Davidson County, Tenn. Received for record ___ day of ___, 1930. at ___ o'clock ___ M. and duly recorded in Book ___ page ___

___ Deputy Register

MATURITY

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, M.L.ROBIN & WIFE ROSE ROBIN

have this day bargained and sold, and do hereby transfer and convey, unto the said ROSCOE SPRINGER & WIFE ALBERTA SPRINGER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 7 OF BLOCK 1 ON THE MAP OF SUBDIVISION OF THE HEFFERMAN PLACE, AS OF RECORD IN BOOK 161, PAGE 138, R.O.D.C.TENN.

SAID LOT NO. 7 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF HEFFERMAN STREET AND EXTENDS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY AND BEING THE SAME PROPERTY CONVEYED TO M.L.ROBIN BY DEED OF RECORD IN BOOK 647, PAGE 542, R.O.D.C.TENN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ROSCOE SPRINGER & WIFE ALBERTA SPRINGER AND 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 EXCEPT FOR 1927 TAXES WHICH WERE PRORATED AND THE PURCHASER ASSUMES.

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ROSCOE SPRINGER & WIFE ALBERTA SPRINGER 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 ROSCOE SPRINGER & WIFE ALBERTA SPRINGER do hereby transfer and convey unto SAM GARFINKLE, 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 ROSCOE SPRINGER & WIFE ALBERTA SPRINGER, 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 $1200.00 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 of 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 ROSCOE SPRINGER & WIFE ALBERTA SPRINGER, 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 ROSCOE SPRINGER & WIFE ALBERTA SPRINGER 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 SAM GARFINKLE 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 M.L.ROBIN & WIFE ROSE ROBIN and ROSCOE SPRINGER & WIFE ALBERTA SPRINGER, hereunto set our hands at NASHVILLE, Tennessee, this the 15TH day of JULY, 1927.

M.L.ROBIN
ROSIE ROBIN
ROSCOE SPRINGER
ALBERTA SPRINGER

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRED KIRSHNER, a Notary Public in and for said County and State, the within-named M.L.ROBIN & WIFE ROSE ROBIN AND ROSCOE SPRINGER & WIFE ALBERTA SPRINGER the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ROSE ROBIN & ALBERTA SPRINGER, wi VES of the said M.L.ROBIN & ROSCOE SPRINGER having appeared before me privately and apart from THEIR husband S, the said ROSE ROBIN & ALBERTA SPRINGER, 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 18TH day of JULY, 1927.

My commission expires on the 7 day of MARCH, 1931. (Seal) FRED KIRSHNER Notary Public.

REC'D JULY 18, 1927 AT 3.40 P.M.