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NUMBER 16637 RECORDED AUGUST 13, 1927. HATTIE L.SCOTT MARTIN ET AL TO AMANDA BROWN.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIFTEEN HUNDRED ($1500.00) DOLLARS of which ONE HUNDRED ($100.00) DOLLARS has been paid in cash by AMANDA BROWN (WIFE OF GABLE BROWN), the receipt of which is hereby acknowledged, and for the remainder FOURTEEN HUNDRED ($1400.00) DOLLARS the said AMANDA BROWN HAS THIS DAY EXECUTED TO HATTIE L.SCOTT MARTIN HER FORTY (40) PROMISSORY NOTES OF TWENTY ($20.00) DOLLARS EACH, THE FIRST OF WHICH FALLS DUE AUG. 21ST, 1927, THE SECOND OCT 21ST, 1927, AND MONTHLY THEREAFTER, EXCEPT THAT NONE OF SAID 40 NOTES FALL DUE EITHER IN MARCH OR SEPT IN ANY YEAR- THOSE MONTHS BEING SKIPPED ON ACCOUNT OF INTEREST NOTES; AND FOR THE BALANCE OF SIX HUNDRED ($600.00) DOLLARS, THE SAID AMANDA BROWN HAS ASSUMED THE PAYMENT OF A $600.00 NOTE DATED SEPTEMBER 21ST, 1926 AND DUE SEPT. 21ST, 1931, AS DESCRIBED IN DEED OF TRUST RECORDED IN BOOK 715, PAGE 166, SAID REGISTER'S OFFICE, $18.00 INTEREST NOTE BEING PAYABLE EACH SEPT. 21ST., & MARCH 21ST, EXCEPT THAT $12.00 HAS BEEN PAID ON THE $18.00 INTEREST NOTE FALLING DUE SEPT 21ST, 1927;

40 - $20.00

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, HATTIE L.SCOTT MARTIN AND HUSBAND G.W.MARTIN have this day bargained and sold, and do hereby transfer and convey, unto the said AMANDA BROWN, FREE FROM THE DEBTS AND LIABILITIES OF HER PRESENT OR ANY FUTURE HUSBAND, AND WITH FULL POWER IN HER TO DISPOSE OF IN ANY WAY AS THOUGH A FEME SOLE HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTH HALF OF LOT NO. 27 IN JOHN TRIMBLE'S LAST ADDITION TO NASHVILLE, A PLAN OF WHICH IS OF RECORD IN BOOK NO. 57, PAGE 53, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID NORTH HALF OF LOT NO. 27 FRONTS 30 FEET ON THE EAST SIDE OF FIRST AVENUE SOUTH, FORMERLY MAPLE STREET, AND EXTENDS BACK BETWEEN PARALLEL LINES, AND WITH THE SOUTHERN MARGIN OF TENNESSEE STREET, 151 FEET TO A 12 FOOT ALLEY, AND BEING SAME PROPERTY CONVEYED TO HATTIE SCOTT NOW HATTIE L.SCOTT MARTIN, BY DEED RECORDED IN BOOK NO. 388, PAGE 122, SAID REGISTER'S OFFICE.

5/12 OF THE 1927 TAXES ASSUMED BY THE PURCHASER.

Witness my hand at Nashville, Tenn. This 27th day of July 1927.
By W. F. Harrison Deputy Register

The 40 Notes above described, for $20.00 each, as described herein, having been paid in full, to me, I hereby release the lien retained upon the within described property, held to secure the payment of said notes. This 3 day of Aug. 1927.
Attest: By T. O. Martin

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said AMANDA BROWN, HER 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 AMANDA BROWN, HER 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 ME in hand paid I, the said AMANDA BROWN, WIFE OF GABLE BROWN,

do hereby transfer and convey unto LEE H.JONES, 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 AMANDA BROWN, 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 $ 1000.00 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 AMANDA BROWN, 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, 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 AMANDA BROWN, HER 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 LEE H.JONES 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 HATTIE L.SCOTT MARTIN & HUSBAND, G.W.MARTIN and AMANDA BROWN, hereunto set our hands at NASHVILLE, Tennessee, this the 21ST day of JULY, 19 27.

WITNESS TO MARK:
BAXTER CATO.

MRS. HATTIE L.SCOTT MARTIN
G.W.MARTIN
AMANDA HER X BROWN MARK

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, BAXTER CATO, a Notary Public in and for said County and State, the within-named HATTIE L.SCOTT MARTIN, AND HUSBAND G.W.MARTIN AND AMANDA BROWN, WIFE OF GABLE BROWN, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And HATTIE L.SCOTT MARTIN AND AMANDA BROWN, wi VES of the said G.W.MARTIN AND GABLE BROWN having appeared before me privately and apart from THEIR husband S, the said HATTIE L.SCOTT MARTIN AND AMANDA BROWN, 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 27TH day of JULY, 19 27.

My commission expires on the 1 day of JANUARY, 19 31. (Seal) BAXTER CATO Notary Public.

REC'D JULY 27, 1927 AT 12.29 P.M.