NUMBER 19062 RECORDED SEPT 26, 1927. MARGARETE L.SELLERS ET AL TO R.A.NEWBILL ET UX.

V

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FORTY TWO HUNDRED AND FIFTY ($4250.00) DOLLARS of which FOUR HUNDRED ($400.00) DOLLARS has been paid in cash by R.A.NEWBILL AND WIFE GLEN M.NEWBILL, the receipt of which is hereby acknowledged, and for the remainder THIRTY EIGHT HUNDRED AND FIFTY ($3850.00) DOLLARS the said R.A.NEWBILL AND WIFE GLEN M.NEWBILL HAVE AGREED TO ASSUME A FIRST MORTGAGE OF $2000.00 HELD BY THOS.W.WRENNE & CO. AND FOR THE REMAINDER OF $1850.00 HAVE EXECUTED 62 MONTHLY NOTES OF EVEN DATE, 61 OF WHICH ARE FOR $30.00 AND ONE FOR $20.00 THE FIRST ONE OF WHICH WILL BE DUE AND PAYABLE OCTOBER 1, 1927.

I declare that I am the true and lawful holder of the within mentioned and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 26 day of Sept. 1927

Thos. W. Wrenne & Co.

Attest: [illegible] Secy.

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, MARGARETE L.SELLERS AND HUSBAND H.D.SELLERS have this day bargained and sold, and do hereby transfer and convey, unto the said R.A.NEWBILL AND WIFE GLEN M.NEWBILL heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING THE EASTERLY 50 FT. OF LOT NO. 5 ON THE PLAN OF W. S.ASHWORTH'S RE-SUBDIVISION OF LOTS NOS. 47, 48, 49 AND 50 OR THE TOWN OF BROWNSVILLE, AS OF RECORD IN BOOK 161, PAGE 153, REGISTER'S OFFICE FOR SAID COUNTY.

SAID PART OF LOT NO. 5 FRONTS 50 FT. ON THE NORTHERLY SIDE OF ROSEBANK AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 160 FEET TO AN ALLEY.

PURCHASER ASSUMES AND AGREES TO PAY ALL TAXES FOR 1927.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MARGARETE L.SELLERS AND HUSBAND H.D.SELLERS, heirs and assigns, forever. WE covenant that WE 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, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said R.A.NEWBILL AND WIFE GLEN M.NEWBILL 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 R.A.NEWBILL AND WIFE GLEN M.NEWBILL do hereby transfer and convey unto JOHN U.WILSON, 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 R.A.NEWBILL AND WIFE GLEN M.NEWBILL, 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 $3850.00 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 R.A.NEWBILL AND WIFE GLEN M.NEWBILL, 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 R.A.NEWBILL AND WIFE GLEN M.NEWBILL, 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 JOHN U.WILSON 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 R.A.NEWBILL AND WIFE GLEN M.NEWBILL and MARGARET L.SELLERS AND HUSBAND H.D.SELLERS, hereunto set our hands at NASHVILLE, Tennessee, this the 2 day of SEPTEMBER, 1927.

MARGARET L.SELLERS
H.D.SELLERS
R.A.NEWBILL
GLEN M.NEWBILL

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOHN U.WILSON, a Notary Public in and for said County and State, the within-named MARGARET L.SELLERS AND HUSBAND H.D.SELLERS AND R.A.NEWBILL AND WIFE GLEN M.NEWBILL the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARGARETE L.SELLERS AND GLEN M.NEWBILL, wi VES of the said H.D.SELLERS AND R. A. NEWBILL having appeared before me privately and apart from THE IR husband S, the said MARGARETE L.SELLERS AND GLEN M. NEWBILL, 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 2 day of SEPT, 1927.

My commission expires on the 6 day of OCT. 1928. (Seal) JOHN U.WILSON Notary Public.

REC'D SEPT 17, 1927 AT 10.19 A.M.