NO. 36712 RECORDED OCT 30, 1928. ARTHUR SLAUGHTER ET UX TO ALBERT JACKSON, ET UX.

Steger-Miller

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($2000.00) TWO THOUSAND AND NO/100 DOLLARS of which EIGHTEEN HUNDRED ($1800.00) AND NO/100 DOLLARS has been paid in cash by ALBERT JACKSON AND WIFE ANNIE LOU JACKSON, the receipt of which is hereby acknowledged, and for the remainder TWO HUNDRED ($200.00) AND NO/100 DOLLARS the said ALBERT JACKSON AND WIFE ANNIE LOU JACKSON,

HAVE EXECUTED THEIR TWENTY-FIVE (25) PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF ARTHUR & GEORGIA ELLA SLAUGHTER, FOR THE SUM OF EIGHT ($8.00) DOLLARS EACH; THE FIRST NOTE IS DUE AND PAYABLE ON OR BEFORE ONE (1) MONTH AFTER DATE AND ONE NOTE IS DUE ON OR BEFORE THE 20TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL OF SAID NOTES SHALL HAVE MATURED;

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 fes, a lien is expressly retained on the land herein conveyed

WE, ARTHUR SLAUGHTER AND WIFE GEROTIA ELLA SLAUGHTER AND WIFE GEORGIA ELLA SLAUGHTER have this day bargained and sold, and do hereby transfer and convey, unto the said ALBERT JACKSON AND WIFE ANNIE LOU JACKSON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS. 106 AND 107 ON THE PLAN OF S.A.CHAMPION'S SUBDIVISION OF CERTAIN LOTS IN THE HARDING PLAN, AS OF RECORD IN BOOK NO.161, PAGE 132, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOTS NOS. 106 AND 107 FRONT FIFTY (50) FEET EACH ON THE WESTLY SIDE OF 22ND. AVENUE NORTH, FORMERLY CHAMPION AVENUE, AND RUN BACK, BETWEEN PARALLEL LINES, 150 FEET TO AN ALLEY. AND BEING THE SAME PROPERTY CONVEYED BY DEEDS OF RECORD IN BOOK NO.514, PAGE 309, AND BOOK NO.318, PAGE 536, OF THE R.O.D.C.TENNESSEE, TO WHICH REFERENCE IS AND MAY BE HAD.

SITUATED ON SAID PROPERTY IS A DWELLING, KNOWN AS CITY NO.1527, 22ND AVENUE NORTH, IN NASHVILLE, TENNESSEE.

THE 1928 TAXES HAVE BEEN PRORATED AND SETTLED BETWEEN GRANTORS AND GRANTEES, SO THAT THE SAME ARE ASSUMED BY THE LATTER.

POSSESSION ON AND AFTER DELIVERY OF THIS INSTRUMENT.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ALBERT JACKSON AND WIFE ANNIE LOU JACKSON, THEIR heirs and assigns, forever, WE covenant that WE ARE lawfully seised and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered EXCEPT TAXES.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ALBERT JACKSON AND WIFE ANNIE LOU JACKSON, 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 ALBERT JACKSON AND WIFE ANNIE LOU JACKSON, BOTH OF LAWFUL AGE AND SUI JURIS

do hereby transfer and convey unto W.RUFUS PARDUE, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

Act declare that from the true and lawful holder of the claim secured by the instrument recorded, and hereby acknowledge the same in full. This 22 day of October 1928. Witness my hand and seal this 22 day of October 1928. By W. Rufus Pardue

WE, the said ALBERT AND ANNIE LOU JACKSON, AS AFORESAID, 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 $ 1500.00 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 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 ALBERT AND ANNIE LOU JACKSON, 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 conveyence.

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.

3rd. 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 ALBERT AND/OR ANNIE LOU JACKSON, 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 Trustee, shall be vested in said successor. W.RUFUS PARDUE

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 ARTHUR SLAUGHTER AND WIFE GEORGIA ELLA SLAUGHTER and ALBERT JACKSON AND WIFE ANNIE LOU JACKSON, hereunto set our hands at NASHVILLE, Tennessee, this the 20 day of OCTOBER, 1928.

ARTHUR SLAUGHTER
GEORGIA ELLA SLAUGHTER
ALBERT JACKSON
ANNIE LOU JACKSON

ACK BEFORE N P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ANNIE F. WILKERSON, a Notary Public in and for said County and State, the within-named ARTHUR SLAUGHTER AND WIFE GEORGIA ELLA SLAUGHTER; AND ALBERT JACKSON AND WIFE ANNIE LOU JACKSON the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And GEORGIA ELLA SLAUGHTER AND ANNIE LOU JACKSON, wi VES of the said ARTHUR SLAUGHTER AND ALBERT JACKSON having appeared before me privately and apart from THEIR husbandS, the said GEORGIA ELLA SLAUGHTER AND ANNIE LOU JACKSON, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THE said husband S, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 22 day of OCT, 19 28.

My commission expires on the 12TH day of OCTOBER, 1930. (Seal) ANNIE F. WILKERSON
Notary Public.

RECD OCT 23, 1928 AT 3.40 P M

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 , 19 .

My commission expires on the day of , 19 . (Seal)

Notary Public.