352 NO. 42682 RECORDED APRIL 11, 1929. MARGARETTE M.PARDUE ET AL TO ROBERT ELGIN PHILLIPS ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY FIVE HUNDRED & 00/100 DOLLARS has been paid in cash by of which SIX HUNDRED SIXTY & 00/100 DOLLARS is hereby acknowledged, and for the remainder ROBERT ELGIN PHILLIPS AND WIFE ANNIE SUE EWING PHILLIPS

EIGHTEEN HUNDRED FORTY & 00/100 DOLLARS

the said ROBERT ELGIN PHILLIPS AND WIFE ANNIE SUE EWING PHILLIPS HAVE ASSUMED AND AGREED TO PAY A MORTGAGE FOR $1300.00 DATED MAY 29, 1928 PAYABLE AS FOLLOWS: $100 ON MAY 29, 1929, $200.00 ON MAY 29, 1930, AND $1000 ON MAY 29, 1931, THIS MORTGAGE IS SECURED BY A DEED OF TRUST FROM MARGARETTE M.PARDUE AND HUSBAND TO CHARLES NELSON TRUSTEE UNDER DATE OF MAY 29, 1928, AND RECORDED ON BOOK 760, PAGE 225, R.O.D.C.TENNESSEE AND FOR THE REMAINDER ROBT.ELGIN PHILLIPS AND WIFE ANNIE SUE EWING PHILLIPS HAVE EXECUTED OUR EIGHTEEN JOINT PROMISSORY NOTES PAYABLE TO MARGARETTE M.PARDUE AND HUSBAND W.M.PARDUE OF EVEN DATE HEREWITH. THE PRINCIPAL SUM OF EACH NOTE IS $50.00 TO WHICH HAS BEEN ADDED THE INTEREST THE FIRST NOTE IS FOR $32.70 AND EACH SUCCEEDING NOTE IS 15¢ LESS THAN THE NEXT PRECEDING NOTE THE FIRST NOTE FALLS DUE ON APRIL 25, 1929, AND ONE FALL DUE ON THE 25TH DAY OF EACH SUCCEEDING MONTH UNTIL ALL MATURE.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the discharge of the lien to secure the same in full. This 25 day of April, 1929.

Attest J.P.Wilson CLERK

W.M.Pardue

all of said notes, bearing six per cent interest from ~~date~~ MATURITY 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 in expressly retained on the land herein conveyed

MARGARETTE M.PARDUE AND HUSBAND W.M.PARDUE have this day bargained and sold, and do hereby transfer and convey, unto the said ROBT. ELGIN PHILLIPS AND WIFE ANNIE SUE EWING PHILLIPS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.30 ON PLAN OF SUBDIVISION OF ROBERT E.POWERS LANDS IN THE OLD 18 CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AS OF RECORD IN BOOK NO.421, PAGE 36, R.O.D.C. TENNESSEE, SAID LOT NO.30 FRONTS FEET ON THE WESTERLY SIDE OF CAMPBELL AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 154 FEET TO AN ALLEY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ROBERT ELGIN PHILLIPS AND WIFE ANNIE SUE EWING PHILLIPS,,, 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 ROBERT ELGIN PHILLIPS AND WIFE ANNIE SUE EWING PHILLIPS, 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 non payment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to ------ in hand paid WE, the said ROBT.ELGIN PHILLIPS AND WIFE ANNIE SUE EWING PHILLIPS do hereby transfer and convey unto H.T.HILL, 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 ROBT.ELGIN PHILLIPS AND WIFE ANNIE SUE EWING PHILLIPS 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 $ 2000. 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 therein, 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 ROBERT ELGIN PHILLIPS AND WIFE ANNIE SUE EWING PHILLIPS 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, AND 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.

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 ROBERT ELGIN PHILLIPS AND WIFE ANNIE SUE EWING PHILLIPS,,,, 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 H.T.HILL 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 ROBERT ELGIN PHILLIPS AND ANNIE SUE EWING PHILLIPS and MARGARETTE M.PARDUE AND W.M.PARDUE, hereunto set our hands at NASHVILLE, Tennessee, this the 25TH day of MARCH, 19 29.

W.M.PARDUE
MARGARET M.PARDUE
ROBERT ELGIN PHILLIPS
ANNIE SUE EWING PHILLIPS

Acknowledgment Before Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, B.E.HILL, a Notary Public in and for said County and State, the within-named ROBERT ELGIN PHILLIPS AND W.M.PARDUE the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARGARET M.PARDUE AND ANNIE SUE EWING PHILLIPS, wife of the said ROBERT ELGIN PHILLIPS AND W.M.PARDUE having appeared before me privately and apart from THEIR husbands, the said MARGARET M.PARDUE AND ANNIE SUE EWING PHILLIPS, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbands, and for the purposes therein expressed.

Witness my hand and official seal at ---------, Tennessee, this 25TH day of MARCH, 19 29.

My commission expires on the 5 day of APRIL, 19 32. (Seal) B.E.HILL Notary Public.

RECD MARCH 28,1929 AT 12.30 P M