NO. 58201 RECORDED APRIL 15, 1930. WALTER R.PARKES ET UX TO ARTHUR FIELDS,ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($650.00) SIX HUNDRED FIFTY & NO/100 DOLLARS of which ($50.00) FIFTY & NO/100 DOLLARS has been paid in cash by ARTHUR FIELDS AND WIFE, LIZZIE FIELDS, , the receipt of which is hereby acknowledged, and for the remainder ($600~~.~~.00) SIX HUNDRED & NO/100 DOLLARS the said ARTHUR FIELDS AND WIFE, LIZZIE FIELDS,

HAVE EXECUTED THEIR FORTY (40) PROMISSORY LIEN NOTES, OF EVEN DATE HEREWITH, IN THE SUM OF FIFTEEN ($15.00) DOLLARS EACH, BEARING INTEREST AT THE RATE OF 6% PER ANNUM, THE FIRST ONE OF SAID NOTES DUE ON OR BEFORE ONE MONTH FROM DATE, AND THE OTHERS, RESPECTIVELY, ON OR BEFORE EACH CONSECUTIVE MONTH THEREAFTER UNTIL ALL ARE PAID, SAID NOTES BEING PAYABLE TO THE ORDER OF WALTER R.PARKES,

OF 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, WALTER R.PARKES AND WIFE, NELLE MAY PARKES,

have this day bargained and sold, and do hereby transfer and convey, unto the said ARTHUR FIELDS AND WIFE, LIZZIE FIELDS,THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS. 84 AND 85 ON THE MAP OF THORNBY PLACE, AS OF RECORD IN BOOK 332, PAGE 3, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOTS NOS. 84 AND 85 FRONT TOGETHER 100 FEET ON THE SOUTHERLY SIDE OF OSAGE AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 147 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO WALTER R.PARKES BY TWO DEEDS, ONE FROM N.E.NICHOLSON, ET AL., OF RECORD IN BOOK 855, PAGE 548, AND THE OTHER FROM J.L.DAVENPORT AND WIFE, OF RECORD IN BOOK 782, PAGE 317, SAID REGISTERS OFFICE.

THE GRANTORS AND GRANTEES HEREIN AGREE TO PRO RATE ALL 1930 TAXES ON THE PROPERTY HEREIN CONVEYED,AS OF EVEN DATE HEREWITH, THE GRANTEES TO ASSUME AND PAY SAME WHEN DUE AND PAYABLE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ARTHUR FIELDS AND WIFE, LIZZIE FIELDS,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

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ARTHUR FIELDS AND WIFE, LIZZIE FIELDS, 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 ARTHUR FIELDS AND WIFE LIZZIE FIELDS,

do hereby transfer and convey unto GEORGE H. ARMISTEAD, JR., , 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 declare that I am the true and lawful holder of the note set forth and described in the within instrument, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This ... day of ..., 1930.

Attest: ... DEPUTY REGISTER

NASHVILLE TRUST CO.

By ... Assistant Secy.

WE , the said ARTHUR FIELDS AND WIFE, LIZZIE FIELDS, , 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 $ --- 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 ARTHUR FIELDS AND WIFE LIZZIE FIELDS, , 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, / OR 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 ARTHUR FIELDS AND WIFE LIZZIE FIELDS, 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. GEORGE H. ARMISTEAD, JR.,

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 WALTER R.PARKES AND WIFE, NELLE MAY PARKES, and ARTHUR FIELDS AND WIFE, LIZZIE FIELDS, , hereunto set our hands at NASHVILLE , Tennessee, this the 4TH day of APRIL , 1930.

WALTER R.PARKES
NELLE MAY PARKES
ARTHER FIELDS
LIZZIE FIELDS

ACK BEFORE N P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, PAUL W.SCHIEL, , a Notary Public in and for said County and State, the within-named WALTER R.PARKES AND WIFE, NELLE MAY PARKES, AND ARTHUR FIELDS AND WIFE,LIZZIE FIELDS the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And NELLE MAY PARKES, AND LIZZIE FIELDS , wi VES of the said WALTER R.PARKES, AND ARTHUR FIELDS,

having appeared before me privately and apart from THEIR husband S , the said NELLE MAY PARKES, AND LIZZIE FIELDS, , 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 7TH day of APRIL , 1930.

My commission expires on the 20TH day of JAN , 1931. (Seal) PAUL W.SCHIEL Notary Public.

RECD APRIL 14, 1930 AT 3.26 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.