NUMBER 60584 RECORDED JUNE 11,1930 C.A.WOODALL TO RUDOLPH G.WARNER JR ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIFTY FIVE HUNDRED AND NO/100 DOLLARS

of which ONE THOUSAND AND NO/100, DOLLARS has been paid in cash by RUDOLPH G.WARNER JR AND WIFE KATHERINE G.WARNER, the receipt of which is hereby acknowledged, and for the remainder PART OF

FORTY FIVE HUNDRED AND NO/100 DOLLARS

the said RUDOLPH G.WARNER JR AND WIFE KATHERINE G.WARNER

HAVE ASSUMED THE PAYMENT OF A FIRST MORTGAGE OR DEED OF TRUST EXECUTED BY F.H.DEPIERRI AND E.A.RYAN TO E.E.MURREY, TRUSTEE, TO SECURE THE PAYMENT TO THE AMERICAN TRUST COMPANY THE PAYMENT OF A CERTAIN INDEBTEDNESS IN THE SUM OF $3500.00 WHICH IS OF RECORD IN BOOK 738 PAGE 252 OF THE REGISTERS OFFICE DAVIDSON COUNTY,TENNESSEE AND FOR THE REMAINDER OF ONE THOUSAND AND NO/100 DOLLARS ($1000.00 THE SAID RUDOLPH G.WARNER JR AND WIFE KATHERINE G.WARNER HAVE EXECUTED AND DELIVERED THEIR FORTY (40) PROMISSORY NOTES BEARING EVEN DATE WITH THIS CONVEYANCE IN THE SUM OF $25.00 EACH PAYABLE TO THE ORDER OF C.A.WOODALL AND DUE MONTHLY, BEGINNING ON SEPTEMBER 1ST,1930 MAKING THE LAST OF SAID SERIES OF 40 NOTES DUE AND PAYABLE ON DECEMBER 1ST 1933.,

This entire debt secured herein having been paid in full to the holder of said debt. This ... day of ... 1930. Witness: Ernest Percy ... Register of Davidson County, Tenn. By ... D.C.

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

I, C.A.WOODALL AN UNMARRIED MAN.,

have this day bargained and sold, and do hereby transfer and convey, unto the said RUDOLPH G.WARNER JR AND WIFE KATHERINE G.WARNER, THEIR. heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY 50 FEET OF THE SOUTHERLY PART OF LOT NO 14 ON THE MAP OF SUNSET PARK AS OF RECORD IN BOOK 332 PAGE 132 REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE

SAID PART OF LOT 14 FRUNTS 50 FEET ON THE NORTHERLY SIDE OF SUNSET AVENUE AND RUNS BACK 134.4 FEET ON THE EASTERLY LINE AND 134.5 EEET ON THE WESTERLY LINE TO A DEAD LINE AND MEASURES 50 FEET THEREON.,

BEING THE SAME PROPERTY AS CONVEYED TO C.A.WOODALL BY DEED OF F.H.DEPIERRI AND E.A.RYAN OF RECORD IN BOOK 841 PAGE 166 OF THE REGISTERS OFFICE FORDAVIDSON COUNTY,TENNESSEE.,

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said RUDOLPH G.WARNER JR AND WIFE KATHERINE G.WARNER,THEIR heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered EXCEPT AS HEREIN STATED

I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said RUDOLPH G.WARNER JR AND WIFE KATHERINE G.WARNER,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 RUDOLPH G.WARNER JR AND WIFE KATHERINE G.WARNER

do hereby transfer and convey unto W.H.HAYNES., , 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 RUDOLPH G.WARNER JR AND WIFE KATHERINE G.WARNER, 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 $ 4500.00 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 RUDOLPH G.WARNER JR AND WIFE KATHERINE G.WARNER, 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 WITHIN NINETY DAYS THEREAFTER, 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.

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 RUDOLPH G.WARNER JR AND WIFE KATHERINE G.WARNER., 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.H.HAYNES

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 C.A.WOODALL AN UNMARRIED MAN and RUDOLPH G.WARNER JR AND WIFE KATHERINE G.WARNER, hereunto set our hands at NASHVILLE, Tennessee, this the 7TH day of MAY 1930 ///

C.A.WOODALL
RUDOLPH G.WARNER, JR
KATHERINE G.WARNER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RALSTON NUGENT, a Notary Public in and for said County and State, the within-named C.A.WOODALL AN SINGLE MAN AND RUDOLPH G.WARNER JR AND WIFE KATHERINE G.WARNER the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And KATHERINE G.WARNER, WIFE of the said RUDOLPH G.WARNER JR having appeared before me privately and apart from HER husband, the said KATHERINE G.WARNER, acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 8TH day of MAY, 19 30.

My commission expires on the 13 day of OCT, 19 32. (Seal) RALSTON NUGENT Notary Public.

REC'D JUNE 9 1930 AT 9:32 A.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 , wife 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.