NO. 61018 RECORDED JUNE 19, 1930. ROBERT LUSK ET UX TO ELIZABETH THOMPSON.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND TWO HUNDRED FIFTY ($3250.00) DOLLARS
of which TWO HUNDRED NINETY TWO ($292.00) DOLLARS has been paid in cash by
ELIZABETH THOMPSON, UNMARRIED, , the receipt of which is hereby acknowledged, and for the remainder
OF TWO THOUSAND NINE HUNDRED FIFTY EIGHT ($2958.00) DOLLARS
the said ELIZABETH THOMPSON
HAS EXECUTED AND DELIVERED HER 83 PROMISSORY NOTES OF EVEN DATE WITH THIS INSTRUMENT PAYABLE TO THE ORDER OF ROBERT LUSK MONTHLY BEGINNING ON THE 14TH DAY OF MAY 1930, AND CONTINUING ON THE 14TH DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL ARE PAID. NOTES NOS. 1 TO 81 INCLUSIVE ARE FOR $24.00 EACH IN PRINCIPAL AND NOTE NO.82 IS FOR $14.00 IN PRINCIPAL BUT INTEREST AT THE RATE OF SIX PER CENTUM PER ANNUM PAYABLE MONTHLY HAS BEEN ADDED INTO THE FACE OF EACH OF SAID 82 MONTHLY NOTES, THAT IS TO SAY NOTE NO.1 DUE MAY 14, 1930, IS FOR $33.79 AND EACH SUCCEEDING NOTE THEREAFTER IS FOR AN AMOUNT 12 CENTS LESS THAN THE PRECEDING NOTE. NOTE NO.83 IS FOR $14.07, NOTE NO.83, THE LAST NOTE, IS FOR $1000.00 AND BEARS INTEREST FROM DATE AT THE RATE OF SIX PER CENTUM PER ANNUM PAYABLE SEMI-ANNUALLY. SAID NOTES ARE ALSO SIGNED BY BUCK THOMPSON, BROTHER OF ELIZABETH THOMPSON.

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, ROBERT LUSK AND WIFE, BINNIE BRIGGS LUSK

have this day bargained and sold, and do hereby transfer and convey, unto the said ELIZABETH THOMPSON UNMARRIED FOR HER SOLE AND SEPARATE USE AND ESTATE WITH FULL POWER TO CONVEY AS A FEMSOLE AND TO HER HEIRS AND ASSIGNS FOREVER. heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.26 ON THE MAP OF E.T.HOLMAN'S SUBDIVISION OF LOTS NOS. 41, 42 AND 43 IN BOYD MCNAIRY'S SUBDIVISION AS OF RECORD IN BOOK 161, PAGE 2, R.O.D.C.TENNESSEE.

SAID LOT NO.26 FRONTS 50 FEET ON THE NORTHERLY SIDE OF SCOVIL STREET AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY AND BEING ONE OF THE TWO LOTS CONVEYED TO ROBERT LUSK BY DEED FROM THE BRANSFORD REALTY COMPANY OF RECORD IN BOOK 747, PAGE 523, R.O.D.C. TENNESSEE.

SAID PROPERTY IS INCUMBERED BY STATE AND COUNTY TAXES FOR THE YEAR 1929 AND ALL TAXES FOR THE YEAR 1930, WHICH PURCHASER HEREBY ASSUMES AND AGREES TO PAY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ELIZABETH THOMPSON, UNMARRIED, HER, , 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 EXCEPT AS ABOVE.

WE further covenant and bind OURSELVES, OUR, heirs and representatives, to warrant and forever defend the title to said real estate to said ELIZABETH THOMPSON, HER, 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 by , the said ELIZABETH THOMPSON,

do hereby transfer and convey unto ROBERT LUSK, , 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 Note No. 1 to 82 inclusive for $2958.00 and that the lien on the land herein conveyed is a valid and subsisting lien to secure the payment of said notes, and I hereby authorize the Register to release the lien upon the payment of said notes. This 21 day of June 1937

Attest: J. C. Green, DEPUTY REGISTER

Received for record this 19th day of June 1930 at 11:58 A.M. and duly recorded in Book 1178 page 357

Witness my hand this day and date aforesaid.

Robert Lusk et ux to Elizabeth Thompson

I declare that I am the true and lawful holder of one note for $1000.00 dated 5/14/37 secured by the instrument within recorded, and hereby acknowledge its satisfaction thereof and discharge of the lien to secure the same. This 30 day of June 1937

American National Bank
by Joseph Martin cashier

Attest: J. C. Green, DEPUTY REGISTER

I, the said ELIZABETH THOMPSON, , 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.

I 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 I 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 I, the said ELIZABETH THOMPSON, , 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 I 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, I 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.

I 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. I 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 ELIZABETH THOMPSON, 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. ROBERT LUSK

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 LUSK AND WIFE, BINNIE BRIGGS LUSK and ELIZABETH THOMPSON, UNMARRIED, , hereunto set our hands at NASHVILLE, Tennessee, this the 14 day of APRIL, 19 30.

ROBERT LUSK
BINNIE BRIGGS LUSK
ELIZABETH THOMPSON

ACK BEFORE N P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOSEPH MARTIN, a Notary Public in and for said County and State, the within-named ROBERT LUSK AND WIFE, BINNIE BRIGGS LUSK AND ELIZABETH THOMPSON, UNMARRIED, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And BINNIE BRIGGS LUSK, wife of the said ROBERT LUSK, having appeared before me privately and apart from HER husband, the said BINNIE BRIGGS LUSK, , 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 30 day of APRIL, 19 30.

My commission expires on the 1-10-34 ~~day of~~ 19 . (Seal)

JOSEPH MARTIN
Notary Public.

RECD JUNE 18, 1930 AT 11.58 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.