NO. 46833 RECORDED JULY 5, 1929. CHARLES PHILLIPS ET UX TO A.L.NICKENS ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND SEVEN HUNDRED FIFTY ($2750.00) AND NO/100 DOLLARS of which FIVE HUNDRED ($500.00) AND NO/100 DOLLARS has been paid in cash by A.L.NICKENS AND WIFE EVIE ELIZABETH NICKENS, , the receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND TWO HUNDRED FIFTY ($2250.00) AND NO/100 DOLLARS the said A.L.NICKENS AND WIFE EVIE ELIZABETH NICKENS,

HAVE ASSUMED AND AGREED TO PAY ONE LIEN NOTE ON SAID PROPERTY HEREIN CONVEYED IN THE AMOUNT OF $1306.50, WITH INTEREST ON SAME FROM AUGUST 15TH, 1928, AGGREGATING $1371.83. SAID NOTE IS MADE PAYABLE TO E.B.RUCKER OR ORDER, AND FOR THE AMOUNT STILL REMAINING $878.17 THEY HAVE EXECUTED THEIR THIRTY-FIVE PROMISSORY NOTES, THIRTY-FOUR OF WHICH ARE IN THE SUM OF $25.00 EACH AND ONE, THE FIRST IN THE SUM OF $28.17. ALL OF SAID NOTES ARE MADE TO FALL DUE AND PAYABLE MONTHLY, TO THE ORDER OF CHARLES PHILLIPS. THE FIRST ONE OF SAID NOTES FALL DUE AND PAYABLE ON THE 15TH. DAY OF JULY 1929 AND ONE OTHER ON THE 15TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID.

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, CHARLES PHILLIPS AND WIFE GLADYS H.PHILLIPS,

have this day bargained and sold, and do hereby transfer and convey, unto the said

A.L.NICKENS AND WIFE EVIE ELIZABETH NICKENS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEGINNING AT A POINT IN THE WEST MARGIN OF NORTHVIEW AVENUE 125 FEETNORTH OF THE NORTH WEST CORNER OF MONETA STREET AND NORTHVIEW AVENUE. SAID POINT BEING 128½ FEET EAST OF THE RIGHT-OF-WAY OF THE LEWISBURG AND NORTHERN RAILROAD; THENCENORTHERLY WITH THE WESTERN MARGIN OF NORTHVIEW AVENUE 55 FEET TO A POINT; THENCE AT RIGHT ANGLE WESTERLY 122 FEET MORE OR LESS, TO THE RIGHT-OF WAY OF THE LEWISBURG AND NORTHERN RAILROAD; THENCE SOUTHERLY THE SAID RIGHT-OF-WAY 55 FEET TO A POINT; THENCE EASTERLY & PARALLEL WITH MONETA STREET 128½ FEET TO THE BEGINNING POINT AND BEING A PART OF THE SAME PROPERTY CONVEYED TO CHARLES PHILLIPS BY DEED FROM CHARLES E.GARDNER AND WIFE, CAMILLE H.GARDNER AS OF RECORD IN BOOK NO.___ PAGE___REGISTERS OFFICE FOR SAID COUNTY.

I declare that I am the true and lawful holder of the notes secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 12th day of July 1932.

Attest: [signature] DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said A.L.NICKENS AND WIFE EVIE ELIZABETH NICKENS, , -- 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 HEREIN SET OUT.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said A.L.NICKENS AND WIFE EVIE ELIZABETH NICKENS, 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 A.L.NICKENS AND WIFE EVIE ELIZABETH NICKENS,

do hereby transfer and convey unto B.R.KENNEDY, 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 A.L.NICKENS AND WIFE EVIE ELIZABETH NICKENS, , 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 $ 2000.00 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 A.L.NICKENS AND WIFE EVIE ELIZABETH NICKENS, , 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, IF 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 A.L.NICKENS AND WIFE EVIE ELIZABETH NICKENS, 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. B.R.KENNEDY,

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 CHARLES PHILLIPS AND WIFE GLADYS H.PHILLIPS, and A.L.NICKENS AND WIFE EVIE ELIZABETH NICKENS, at NASHVILLE, Tennessee, this the 15 day of JUNE, 1929, hereunto set our hands

CHARLES PHILLIPS
GLADYS PHILLIPS
A.L.NICKENS
EVIE ELIZABETH NICKENS

ACK BEFORE NP

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, B.R.KENNEDY, a Notary Public in and for said County and State, the within-named CHARLES PHILLIPS AND WIFE GLADYS H.PHILLIPS AND A.L.NICKENS AND WIFE EVIE ELIZABETH NICKENS, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And GLADYS PHILLIPS AND EVIE ELIZABETH NICKENS, RESPECTIVELY, wives of the said CHARLES PHILLIPS AND A.L.NICKENS having appeared before me privately and apart from THEIR husband, the said GLADYS PHILLIPS AND EVIE ELIZABETH NICKENS, , 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 NASHVILLE, Tennessee, this 16 day of JUNE, 1929.

My commission expires on the 10 day of JAN, 1931. (Seal)

B.R.KENNEDY
Notary Public.

RECD JUNE 26,1929 AT 12.25 P M