NO. 61982 RECORDED JULY 12, 1930. RUBY NAYLOR TO W.HOWARD DOUGLASS ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $950.00 NINE HUNDRED FIFTY AND NO/100 DOLLARS
of which FIFTY AND NO/100 DOLLARS has been paid in cash by
W.HOWARD DOUGLASS AND WIFE ESTELLE HENRY DOUGLASS, , receipt of which is hereby acknowledged, and for the remainder
$900.00 NINE HUNDRED AND NO/100 DOLLARS
the said W.HOWARD DOUGLASS AND WIFE, ESTELLE HENRY DOUGLASS,

HAVE THIS DAY EXECUTED THEIR SEVENTEEN PROMISSORY NOTES, THE FIRST OF SAID NOTES BEING IN THE AMOUNT OF ONE HUNDRED ($100.00) DOLLARS, AND THE REMAINING SIXTEEN NOTES BEING IN THE AMOUNT OF FIFTY ($50.00) DOLLARS EACH; THE FIRST OF SAID NOTES BEING DUE AND PAYABLE ON OR BEFORE THE FIRST DAY OF SEPTEMBER, 1930, AND ONE BEING DUE AND PAYABLE ON OR BEFORE THE SAME DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID. ALL OF SAID NOTES ARE MADE PAYABLE TO THE ORDER OF RUBY NAYLOR,

The entire debt secured herein having been paid in full to the lawful owner and holder...thereof, I hereby release the lien on the within described property held to secure the payment of said debt. This ... day of ... 1931
... Deputy Register

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 RUBY NAYLOR, AN UNMARRIED WOMAN,

have this day bargained and sold, and do hereby transfer and convey, unto the said
W.HOWARD DOUGLASS AND WIFE, ESTELLE HENRY DOUGLASS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE SOUTHERLY ONE-HALF OF LOT 35 IN M.N.YOUNG'S PARK VIEW SUBDIVISION, A PLAN OF WHICH IS OF RECORD IN BOOK 547, PAGE 173, REGISTERS OFFICE FOR SAID COUNTY.
SAID SOUTHERLY ONE-HALF OF LOT 35 FRONTS 86.5 FEET ON THE WESTERLY SIDE OF HILLCREST AVENUE AND RUNS BACK BETWEEN LINES, 151.2 FEET ON ITS SOUTHERLY LINE TO A DEAD LINE; AND 159.1 FEET ON ITS NORTHERLY LINE TO SAID DEAD LINE ON WHICH IT SHOWS 82 FEET.

BEING THE SAME PROPERTY CONVEYED TO RUBY NAYLOR BY DEED FROM ELMO PHILLIPS OF RECORD IN BOOK 836, PAGE 319, SAID REGISTERS OFFICE.

IT IS FURTHER MADE A PART OF THIS DEED THAT THE SAME RESTRICTIONS, LIMITATIONS AND CONDITIONS AS SET OUT IN DEED FROM M.N.YOUNG AND WIFE, RUBY M.YOUNG, TO ELMO PHILLIPS, WHICH IS OF RECORD IN BOOK 815, PAGE 72, SAID REGISTERS OFFICE, ARE AS BINDING UPON W.HOWARD DOUGLASS AND WIFE, ESTELLE HENRY DOUGLASS, THEIR HEIRS AND ASSIGNS, AS IF SET OUT IN THIS DEED.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said
W.HOWARD DOUGLASS AND WIFE, ESTELLE HENRY DOUGLASS, 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 FOR THE TAXES FOR 1930, WHICH THE SAID W.HOWARD DOUGLASS HEREBY ASSUMES AND AGREES TO PAY.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said W.HOWARD DOUGLASS AND WIFE, ESTELLE HENRY DOUGLASS, 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 W.HOWARD DOUGLASS AND WIFE, ESTELLE HENRY DOUGLASS do hereby transfer and convey unto FRANK G.MADDUX, , 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 W.HOWARD DOUGLASS AND WIFE, ESTELLE HENRY DOUGLASS, 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 W.HOWARD DOUGLASS AND WIFE, ESTELLE HENRY DOUGLASS, 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 one 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 sotuh 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 W.HOWARD DOUGLASS AND WIFE, ESTELLE HENRY DOUGLASS, 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. FRANK G.MADDUX,

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 RUBY NAYLOR, AN UNMARRIED WOMAN, and W.HOWARD DOUGLASS AND WIFE, ESTELLE HENRY DOUGLASS, , hereunto set our hands at NASHVILLE, Tennessee, this the 10TH day of JULY, 1930.

RUBY NAYLOR
W.HOWARD DOUGLASS
ESTELLE HENRY DOUGLASS

ACK BEFORE N P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WM.R.MADDUX, , a Notary Public in and for said County and State, the within-named RUBY NAYLOR, W.HOWARD DOUGLASS AND WIFE, ESTELLE HENRY DOUGLASS, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ESTELLE HENRY DOUGLASS, , wife of the said W.HOWARD DOUGLASS, having appeared before me privately and apart from HER husband, the said ESTELLE HENRY DOUGLASS, , 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 11 day of JULY, 1930.

My commission expires on the 9 day of JAN. 1933. (Seal) WM.R MADDUX, Notary Public.

RECD JULY 11, 1930 AT 1:50 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.