NUMBER 1818 RECORDED MCH 19,1931 W.E. VINSON,ET UX TO W.B. STEVENS,ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIFTY-EIGHT HUNDRED FIFTY ($5850.00) -- DOLLARS
of which TWO HUNDRED ($200.00) DOLLARS has been paid in cash by
W.B. STEVENS AND WIFE, WILMA A. STEVENS , receipt of which is hereby acknowledged, and for the remainder
FIFTY-SIX HUNDRED FIFTY ($5650.00) - - - - - - - DOLLARS
the said W.B. STEVENS AND WIFE, WILMA A. STEVENS HAVE ASSUMED THE NOTE FOR $3500.00, AND THE LAST 5 COUPON INTEREST NOTES OF W.E. VINSON AND JO ELLEN VINSON, PAYABLE TO THE THIRD NATIONAL COMPANY, SECURED BY A DEED OF TRUST TO W.H. HAYNES, TRUSTEE, OF RECORD IN BOOK 856, PAGE 82, R.O.D.C., TENN., REFERENCE TO SAID DEED OF TRUST BEING HERE MADE FOR DESCRIPTION OF SAID NOTES:
AND HAVE INDORSED AND TRANSFERRED TO W.E. VINSON AND JO ELLEN VINSON THE LAST 37 OF A SERIES OF 49 NOTES, EXECUTED BY ROBERT W. STROBEL AND WIFE, MARY H. STROBEL, AMOUNTING, WITH INTEREST TO OCT 1,1930 TO $1183.03, SECURED BY A VENDOR'S LIEN ON LOT NO. 135 ON THE REVISED MAP OF WEST END PARK, RETAINED IN DEED TO ROBERT W. STROBEL AND WIFE MARY H. STROBEL AND HAVE ASSUMED ABUTTING PROPERTY TAX AGAINST THE REAL ESTATE HEREIN CONVEYED, AMOUNTING, WITH INTEREST, TO $96.97; AND HAVE EXECUTED AND DELIVERED THEIR 29 PROMISSORY NOTES OF EVEN DATE WITH THIS DEED, PAYABLE TO THE ORDER OF W.E. VINSON AND JO ELLEN VINSON, THE PRINCIPAL OF EACH NOTE BEING $30.00, BUT THE INTEREST HAS BEEN CALCULATED AND ADDED TO THE NOTES, THE LARGEST NOTE BEING FOR THE SUM OF $35.80 AND MATURING FIRST, THAT IS, ON OR BEFORE OCT. 1,1930, AND THE SECOND NOTE BEING FOR THE SUM OF $34.20, AND MATURING ON OR BEFORE NOV. 1,1930 AND ONE NOTE MATURING ON OR BEFORE THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL ALL MATURE AND EACH SUCCEEDING NOTE THEREAFTER BEING FOR A SUM 15 CENTS LESS THAN THE PRECEEDING NOTE

Recorder's Note: I am the true and lawful holder of 29 notes of the series described in the instrument within. Executed and delivered to the undersigned herewith and bearing even date herewith. Payment of said notes is hereby guaranteed and the undersigned waives presentment and protest thereof and discharges of the lien to secure the same. This ... day of ... 1931. W.E. Vinson

Attest: R.L. Kennedy DEPUTY REGISTER

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, W.E. VINSON AND WIFE, JO ELLEN VINSON,
have this day bargained and sold, and do hereby transfer and convey, unto the said W.B. STEVENS AND WIFE, WILMA A. STEVENS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 4 ON THE MAP SHOWING RICH'S RE-SUBDIVISION OF LOTS NOS. 16, 17, 18, ETC. IN STOKES' AND MARSHALL'S SUBDIVISION AS OF RECORD IN PLAN BOOK 547, PAGE 172, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO. 4 FRONTS 50 FEET ON THE EASTERLY SIDE OF 28TH AVENUE, SOUTH, AND RUNS BACK 151.6 FEET ON THE NORTH LINE AND 151.9 FEET ON THE SOUTH LINE TO AN ALLEY, SHOWING ON SAID ALLEY 50 FEET.

THIS IS PART OF THE SAME PROPERTY CONVEYED TO W.E. VINSON AND WIFE JO ELLEN VINSON BY DEED FROM STELLA RICH, TRUSTEE, AND CHARLOTTE BRETT RICH AND HUSBAND J.U.G. RICH, OF RECORD IN BOOK 747, PAGE 605, R.O.D.C. TENNESSEE, AND THE CONVEYANCE HEREIN MADE TO W.B. STEVENS AND WIFE, WILMA A. STEVENS IS MADE SUBJECT TO THE TWO CONVENANTS SET OUT IN DETAIL IN THE AFORESAID DEED TO W.E. VINSON AND WIFE, JO ELLEN VINSON.

IT IS PART OF THE CONSIDERATION HEREIN THAT W.E. VINSON AND WIFE JO ELLEN VINSON SHALL PAY THE TAXES AGAINST THE REAL ESTATE HEREIN CONVEYED, FOR THE YEAR 1930.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W.B. STEVENS AND WIFE, WILMA A. STEVENS, 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. EXCEPT BY THE INDEBTEDNESS ASSUMED BY THE PURCHASERS.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said W.B. STEVENS AND WIFE, WILMA A. STEVENS, 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.B. STEVENS AND WIFE, WILMA A. STEVENS

do hereby transfer and convey unto R.L. 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 W.B. STEVENS AND WIFE WILMA A. STEVENS, 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, 2ND, 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.B. STEVENS AND WIFE WILMA A. STEVENS, 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 in part thereof promptly at maturity, 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 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. AND WITHIN 60 DAYS THEREAFTER

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 representatives or assigns. W.B. STEVENS AND WIFE WILMA A. STEVENS, --

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. R.L. 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 W.E. VINSON AND WIFE JO ELLEN VINSON and W.B. STEVENS AND WIFE WILMA A. STEVENS, hereunto set our hands at NASHVILLE, Tennessee, this the 21ST day of AUGUST, 1930.

W.E. VINSON
JO ELLEN VINSON
W.B. STEVENS
WILMA A. STEVENS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, A.P. MARTIN, a Notary Public in and for said County and State, the within-named W.B. VINSON AND WIFE JO ELLEN VINSON, AND W.B. STEVENS AND WIFE, WILMA A. STEVENS the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And JO ELLEN VINSON, WIFE OF THE SAID W.E. VINSON, AND WILMA A. STEVENS, WIFE of the said W.B. STEVENS having appeared before me privately and apart from THEIR husband S, the said JO ELLEN VINSON AND WILMA A. STEVENS, 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 21ST day of AUGUST, 1930. 19

My commission expires on the 18 day of OCT, 1930. (Seal) A.P. MARTIN
Notary Public.

REC'D MARCH 18, 1931 AT 2:15 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.