NO. 51530 RECORDED DEC 4, 1929. HENRY H.PHILLIPS ET UX TO JESSE J.BROCKMAN ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of 4900.00 FORTY-NINE HUNDRED, DOLLARS
of which TWO HUNDRED DOLLARS has been paid in cash by
JESSE J.BROCKMAN & WIFE SUSIE STRATTON BROCKMAN , receipt of which is hereby acknowledged, and for the remainder
$4700.00 FORTY-SEVEN HUNDRED DOLLARS
the said JESSE J.BROCKMAN & WIFE SUSIE STRATTON BROCKMAN,

HAVE ASSUMED AND AGREED TO PAY A AN INDEBTNESS NOTE FOR $3400.00 DATED OCTOBER 10, 1927, AND SECURED BY DEED OF TRUST TO CHARLES F.LOVELL TRUSTEE AND RECORDED IN BOOK 707, PAGE 372, R.O. D.C. TENNESSEE TO WHICH REFERENCE IS HEREWITH MADE FOR A FULL DESCRIPTION.
AND FOR THE RESIDUE THE VENDEES HAVE EXECUTED AND DELIVERED THEIR 35 JOINT MONTHLY PRUMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF H.H.PHILLIPS. THE FIRST NOTE IS FOR THE SUM OF $100.00 THE NEXT 33 NOTES FOR A SUM OF $35.00 EACH AND THE LAST OR 35TH NOTE IS FOR THE SUM OF $45.00. FIRST NOTE FALLS DUE OCTOBER 26, 1929 AND ONE OTHER ON THE 26TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL MATURE.

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, HENRY H.PHILLIPS & WIFE GRADY M.PHILLIPS,

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

JESSE J.BROCKMAN & WIFE SUSIE STRATTON BROCKMAN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LOT NO.12 ON THE PLAT OF RICHARDSON PLACE SUBDIVISION, AS OF RECORD IN BOOK NO.547, PAGE 135, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, BEING PARTS OF LOTS NOS. 95, 96, AND 103 AND PART OF AN ALLEY LYING SOUTH OF LOT NO.103 ON THE PLAN OF LOCKELAND, THE CHADWELL HOME PLACE, AS OF RECORD IN BOOK 57, PAGE 135, SAID REGISTERS OFFICE.
SAID LOT NO.12 FRONTS 64 FEET ON THE NORTHERLY SIDE OF HOLLY STREET, FORMERLY CHADWELL STREET OR AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 379 FEET TO A DEAD LINE AND BEING THE SAME PROPERTY CONVEYED TO H.H.PHILLIPS BY DEED OF RECORD IN BOOK 747, PAGE 72, R.O. D.C.TENNESSEE.

THIS CONVEYANCE IS MADE ON AND SUBJECT TO THE RESTRICTIONS IN THE DEED OF CHAS.PHILLIPS ET UX TO HENRY H.PHILLIPS AS FULLY AS IF COPIED HEREIN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said

JESSE J.BROCKMAN & WIFE SUSIE STRATTON BROCKMAN, 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 AS HEREIN SET OUT AND PURCHASER AGREES TO PAY 1929 STATE AND COUNTY TAXES.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JESSE J.BROCKMAN & WIFE SUSIE STRATTON BROCKMAN, 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 JESSE J.BROCKMAN & WIFE SUSIE STRATTON BROCKMAN,

do hereby transfer and convey unto CHARLES PHILLIPS, 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 JESSE J.BROCKMAN & WIFE SUSIE STRATTON BROCKMAN, 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 $ 4000.00 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 hereon, the same to bear interest from the date of such payment.

Now, if WE, the said JESSE J.BROCKMAN & WIFE SUSIE STRATTON BROCKMAN, 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, 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 JESSE BROCKMAN ET UX 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. CHARLES PHILLIPS,

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 JENRY H.PHILLIPS & WIFE, GRADY M.PHILLIPS
and JESSE J.BROCKMAN & WIFE, SUSIE STRATTON BROCKMAN, , hereunto set our hands
at NASHVILLE , Tennessee, this the 26 day of SEPT. ,19 29.

GRADYE M.PHILLIPS
HENRY H.PHILLIPS
JESSE J.BROCKMAN
SUSIE STRATTON BROCKMAN

ACK BEFORE N P
STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, I.H.GIBSON, , a Notary Public in and for said County and State, the within-named HENRY H.PHILLIPS & WIFE GRADY M.PHILLIPS AND JESSE J.BROCKMAN & WIFE SUSIE STRATTON BROCKMAN, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And GRADY M.PHILLIPS & SUSIE STRATTON BROCKMAN, , wi VES of the said HENRY H.PHILLIPS & JESSE J.BROCKMAN, having appeared before me privately and apart from THEIR husband , the said GRADY M.PHILLIPS AND SUSIE STRATTON BROCKMAN, , acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband , and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE , Tennessee, this 12TH day of OCT. , 1929.
My commission expires on the 9 day of OCT. , 1933. (Seal) I.H.GIBSON,
Notary Public.

RECD OCT 12, 1929 AT 11.52 A.M.