NO. 95487 RECORDED MARCH 10, 1930. ROBERT LUSK, ET UX TO THOMAS MITCHELL, ET UX.

# INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY SEVEN HUNDRED & NO/100 DOLLARS of which ONE HUNDRED DOLLARS has been paid in cash by THOMAS MITCHELL & WIFE CORA MITCHELL, receipt of which is hereby acknowledged, and for the remainder OF TWENTY SIX HUNDRED DOLLARS the said THOMAS MITCHELL AND WIFE, CORA MITCHELL,

HAVE EXECUTED AND DELIVERED THEIR 81 PROMISSORY NOTES OF EVEN DATE WITH THIS INSTRUMENT, NUMBERED 1 TO 81 BOTH INCLUSIVE AND PAYABLE TO THE ORDER OF ROBERT LUSK MONTHLY BEGINNING ON THE 25TH DAY OF FEBRUARY 1930, AND CONTINUING ON THE 25TH DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL ARE PAID. NOTES NOS. 1 TO 80 BOTH INCLUSIVE ARE FOR $20.00 EACH IN PRINCIPAL, BUT INTEREST AT THE RATE OF SIX PER CENTUM PER ANNUM PAYABLE MONTHLY ON ALL OF SAID 80 NOTES HAS BEEN ADDED INTO THEIR FACE, NOTE NO.1 BEING FOR $28.00 AND EACH SUCCEEDING NOTE THEREAFTER UP TO AND INCLUDING NOTE NO.80 BEING FOR AN AMOUNT 10 CENTS LESS THAN THE PRECEDING NOTE. NOTE NO.81 IS FOR $1000.00 AND BEARS INTEREST FROM DATE AT THE RATE OF SIX PER CENTUM PER ANNUM, PAYABLE SEMI-ANNUALLY.

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

ROBERT LUSK AND WIFE, BINNIE BRIGGS LUSK,

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

THOMAS MITCHELL AND WIFE, CORA MITCHELL, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY 53 FEET OF THE SOUTHERLY 161 FEET OF LOT NO.5 IN THE SUBDIVISION OF LOT NO.4 OF THE ELIZABETH HARDING LYTLE TRACT A PLAN OF WHICH IS OF RECORD IN MINUTE BOOK 35, PAGE 453, OF THE CHANCERY COURT AT NASHVILLE. SAID PART OF LOT NO.5 FRONTS 53 FEET ON THE NORTHERLY SIDE OF HERMOSA STREET AND RUNS BACK BETWEEN PARALLEL LINES WITH THE WESTERLY LINE OF LOT NO.4 IN SAID PLAN 162½ FEET TO THE SOUTHERLY MARGIN OF AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO ROBERT LUSK BY DEED FROM A.W.MCCLURE, TRUSTEE, AND A.W.MCCLURE INDIVIDUALLY OF RECORD IN BOOK 772, PAGE 194, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said THOMAS MITCHELL AND WIFE, CORA MITCHELL, , 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 TAXES FOR 1930 WHICH PURCHASERS ASSUME AND AGREE TO PAY.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said THOMAS MITCHELL AND WIFE CORA MITCHELL, 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 THOMAS MITCHELL AND WIFE CORA MITCHELL,

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 the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction of the aforesaid lien of the same in full. This 16 day of March, 1934.

Attest: M. M. Kinsler DEPUTY REGISTER

Robert Lusk



WE , the said THOMAS MITCHELL AND WIFE, CORA MITCHELL, , 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 $ 1000.00 until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies so issued to Trustee for the benefit of the lawful owner and holder of notes, as his interest may appear.

WE further agree 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 paid as a part of the indebtedness secured herein, the same to bear interest from the date of such payment.

Now, if WE , the said THOMAS MITCHELL AND WIFE, CORA MITCHELL, , 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 or 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 THOMAS MITCHELL AND WIFE, CORA MITCHELL, 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 ROBERT LUSK, Trustee, shall be vested in said successor.

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 & WIFE, BINNIE BRIGGS LUSK, and THOMAS MITCHELL & WIFE, CORA MITCHELL, , hereunto set our hands at NASHVILLE , Tennessee, this the 25TH day of JANUARY ,1930.

ROBERT LUSK
BINNIE BRIGGS LUSK
THOMAS MITCHELL
CORA MITCHELL

ACK BEFORE N P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, O.B.HOFSTETTER , a Notary Public in and for said County and State, the within-named ROBERT LUSK & WIFE, BINNIE BRIGGS LUSK AND THOMAS MITCHELL AND WIFE, CORA MITCHELL, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And BINNIE BRIGGS MUSK AND CORA MITCHELL, , wi VES of the said ROBERT LUSK AND THOMAS MITCHELL having appeared before me privately and apart from THEIR husband S , the said BINNIE BRIGGS LUSK AND CORA MITCHELL, , 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 S , and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE , Tennessee, this 6TH day of FEBRUARY , 1930

My commission expires on the 5TH day of JULY , 1933 . (Seal) O.B.HOFSTETTER

Notary Public.

RECD MCH 3, 1930 AT 1.10 P M