NUMBER 59309 RECORDED MAY 12,1930 THOS W.WRENNE & CO.TR. TO L.MACK ROWE ET UX

INSTALLMENT DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON.,

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED FORTY ($540.00) DOLLARS of which TWO HUNDRED ($200.00) DOLLARS has been paid in cash by L.MACK ROWE AND WIFE LOLA ROWE, receipt of which is hereby acknowledged, and for the remainder OF THREE HUNDRED FORTY ($340.00) DOLLARS the said L.MACK ROWE AND WIFE LOLA ROWE HAVE EXECUTED THEIR FOUR (4) PROMISSORY NOTES OF EVEN DATE HEREWITH EACH IN THE SUM OF EIGHTY FIVE ($85.00) DOLLARS PAYABLE TO THE ORDER OF NICK BURNS AND THOMAS F.SWORDS; THE FIRST ONE OF SAID SERIES OF NOTES FALLS DUE ON APRIL 29TH 1931, THE SECOND NOTE OF SAID SERIES FALLS DUE ON APRIL 29TH 1932; THE THIRD NOTE OF SAID SERIES FALLS DUE ON APRIL 29TH 1933; THE FOURTH OF SAID SERIES FALLS DUE ON APRIL 29TH 1934; ALL OF SAID NOTES BEARING SIX (6%) PER CENT INTEREST FROM AND PROVIDING FOR PAYMENT OF ATTORNEY FEES, AND TO SECURE THE PAYMENT OF SAID NOTES PRINCIPAL AND INTEREST AND ATTORNEYS FEES A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED THOMAS W.WRENNE AND COMPANY AS TRUSTEE ACTING UNDER THE POWER AND AUTHORITY VESTED IN IT BY THE SAID DEED OF EVANDER WILLIAMS AND WIFE WHICH DEED IS RECORDED INBOOK NO 848 PAGE 38 OF THE REGISTERS OFFICE OF DAVIDSON COUNTY TENNESSEE HAS THIS DAY BARGAINED AND SOLD AND DOES HEREBY TRANSFER AND CONVEY UNTO THE SAID L.MACK ROWE AND WIFE LOLA ROWE THEIR HEIRS AND ASSIGNS CERTAIN REAL ESTATE IN DAVIDSON COUNTY,TENNESSEE AS FOLLOWS:-

LOT NO TWENTY TWO (22) IN BLOCK B OF SUNNYMEADE SUBDIVISION AS OF RECORD IN BOOK NO 843 PAGE 4 AND 5 OF THE REGISTERS OFFICE OF DAVIDSON COUNTY,TENNESSEE.,

SAID LOT NO TWENTY TWO FRONTS SIXTY (60) FEET ON THE NORTHERLY SIDE OF GOLF CLUB DRIVE AND EXTENDS BACK BETWEEN PARALLEL LINES,ONE HUNDRED FORTY (140) FEET TO A DEAD LINE AND BEING PART OF THE SAME PROPERTY CONVEYED TO THOMAS W.WRENNE AND COMPANY TRUSTEE BY DEED OF EVANDER WILLIAMS AND WIFE LIZZIE B.WILLIAMS,RECORDED IN BOOK NO 848 PAGE 38 OF THE REGISTERS OFFICE OF DAVIDSON COUNTY,TENNESSEE., SAID LOT ABOVE DESCRIBED AND CONVEYED HEREIN IS NOW ENCUMBERED BY CERTAIN BUILDING RESTRICTIONS, RESTRICTIONS AS TO USE ETC AS SET OUT IN A GENERAL SET OF RESTRICTIONS OF RECORD IN BOOK NO 722 PAGE 311 OF THE REGISTERS OFFICE OF DAVIDSON COUNTY,TENNESSEE AND THE SAID RESTRICTIONS ARE HEREWITH FULLY INCORPORATED INTO THIS DEED AND MADE A PART HEREOF AS COMPLETELY AS IF COPIED LITERALLY HEREIN AND THEY SHALL BE AND CONSTITUTE COVENANTS RUNNING WITH THE LAND HEREIN CONVEYED AND DESCRIBED., IN THE SAID DEED FROM EVANDER WILLIAMS AND WIFE TO THOMAS W. WRENNE AND COMPANY TRUSTEE A VENDOR'S LIEN WAS RETAINED TO SECURE THE PAYMENT OF FIVE PROMISSORY NOTES OF $7000.00 EACH AS SET OUT AND DESCRIBED IN SAID DEED AND THE SAID THOMAS W WRENNE AND COMPANY THE LAWFUL HOLDER OF SAID NOTES WAS AUTHORIZED TO MAKE A PARTIAL RELEASE OF THE LIEN RETAINED TO SECURE THE SAID FIVE NOTES FROM TIME TO TIME AS LOTS WERE SOLD OFF.,

NOW THEREFORE THE SAID THOMAS W.WRENNE AND COMPANY AS THE LAWFUL HOLDER OF THE SAID FIVE PROMISSORY NOTES UNDER AUTHORITY VESTED IN IT BY THE SAID RECORDED DEED FROM EVANDER WILLIAMS AND WIFE DOES HEREBY RELEASE THE LIEN RETAINED IN THE NOTES INSOFAR AS THE SAME RELATES OR EXTENDS TO THE LOT IN THE SAID SUBDIVISION HERE IN CONVEYED AND HEREIN ABOVE DESCRIBED BUT RELEASES THE SAME NO FURTHER OR OTHERWISE.,

TO HAVE AND TO HOLD SAID REAL ESTATE WITH THE APPURTENANCES,ESTATE,TITLE AND INTEREST THERETO BELONGING TO THE SAID L.MACK ROWE AND WIFE LOLA ROWE THEIR HEIRS AND ASSIGNS FOREVER, AND THE SAID THOMAS W WRENNE AND COMPANY AS TRUSTEE ACTING UNDER THE AUTHORITY OF THE SAID DEED TRANSFERS AND CONVEYS UNTO THE SAID L.MACK ROWE AND WIFE LOLA ROWE IN AS FULL COMPLETE AND AMPLE MANNER AS IT CAN OR SHOULD CONVEY THE FULL BENEFIT OF ALL COVENANTS OR WARRANTY ETC VESTED IN IT BY THE SAID DEED OF EVANDER WILLIAMS BUT IT CONVEYS HEREIN AS TRUSTEE UNDER THE AUTHORITY AFORESAID AND IN NO OTHER CAPACITY OR OTHERWISE.,

~~TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said~~ ~~heirs and assigns,~~ ~~forever,~~ ~~covenant that~~ ~~lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that~~ the same is unincumbered.

~~further covenant and bind~~ ~~heirs and representatives,~~ to warrant and forever defend the title to said ~~real estate to said 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 L.MACK ROWE AND WIFE LOLA ROWE

do hereby transfer and convey unto W.P.COOPER., 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 L.MACK ROWE AND WIFE LOLA ROWE, 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 in 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 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 expended as part of the said indebtedness secured herein, the same to bear interest from the date of such payment.

Now, if WE, the said L.MACK ROWE AND WIFE LOLA ROWE., 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 (30) 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 (20) 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 L.MACK ROWE AND WIFE LOLA ROWE,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. W.P.COOPER.,

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 THOMAS W.WRENNE & COMPANY TRUSTEE ACTING THROUGH ITS DULY AUTHORIZED CORPORATE OFFICERS AND L.MACK ROWE AND WIFE LOLA ROWE, HAVE and hereunto set our hands at NASHVILLE, Tennessee, this the 29TH day of APRIL, 19 30. TAXES FOR THE YEAR 1930 ARE HEREBY ASSUMED.,

ATTEST; T.W.WRENNE,CASHIER

(SEAL) THOMAS W.WRENNE & COMPANY
D.P.WRENNE JR. PRESIDENT
ATTEST;T.W.WRENNE,CASHIER

(SEAL) THOMAS W. WRENNE & COMPANY TRUSTEE
BY D.P.WRENNE JR.
PRESIDENT

L.MACK ROWE
LOLA ROWE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRANK A SMITH, a Notary Public in and for said County and State, the within-named L.MACK ROWE AND WIFE LOLA ROWE the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LOLA ROWE, wife of the said L.MACK ROWE having appeared before me privately and apart from HER husband, the said LOLA ROWE, 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 7TH day of MAY, 19 30.
My commission expires on the 9 day of APRIL, 1934. (Seal) FRANK A.SMITH
Notary Public.

STATE OF TENNESSEE,COUNTY OF DAVIDSON.

BEFORE ME FRANK A.SMITH A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED D.P.WRENNE JR AND T.W.WRENNE WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE PRESIDENT AND CASHIER RESPECTIVELY OF THOMAS W.WRENNE & COMPANY THE WITHIN NAMED BARGAINOR A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND CASHIER BEING AUTHORIZED SO TO DO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY THE SAID D.P.WRENNE JR. AS PRESIDENT AND ATTESTING THE SAME AND AFFIXING THE CORPORATE SEAL THERETO BY THE SAID T.W.WRENNE AS CASHIER., WITNESS MY HAND AND SEAL AT OFFICE IN NASHVILLE, TENNESSEE THIS 8TH DAY OF MAY 1930

SEAL.

FRANK A.SMITH, NOTARY PUBLIC

MY COM EX APRIL 9 1934

REC'D MAY 8 1930 AT 3:58 P.M.