No. 59826 RECORDED MAY 23, 1930. ROBBIE OSBORNE MALLERNEE ET AL TO MISS GERTRUDE DILLON.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIFTY-FIVE HUNDRED ($5500.00) ~~DOLLARS~~

~~of which~~ ~~DOLLARS has been paid in cash by~~ , ~~receipt of which is hereby acknowledged, and for the remainder~~ ~~DOLLARS~~

the said

PAID AND TO BE PAID TO THE UNDERSIGNED ROBBIE OSBORNE MALLERNEE AND HUSBAND, DOW E.MALLERNEE, BY MISS GERTRUDE DILLON, IN THE FOLLOWING MANNER, THAT IS TO SAY, THE SAID MISS GERTRUDE DILLON HEREBY ASSUMES THE PAYMENT OF THE THREE NOTES OF THE UNDERSIGNED ROBBIE OSBORNE MALLERNEE AND DOW E.MALLERNEE FOR $1000.00 EACH OF EVEN DATE HEREWITH AND PAYABLE JULY 15, 1931, TO THE ORDER OF THOMAS W.WRENNE & COMPANY, TOGETHER WITH SEMI-ANNUAL INTEREST NOTES THEREON, THE PAYMENT OF WHICH NOTES WITH INTEREST NOTES IS SECURED BY A DEED OF TRUST EXECUTED BY THE UNDERSIGNED ROBBIE OSBORNE MALLERNEE AND HUSBAND, CONVEYING TO D.P.WRENNE,JR., TRUSTEE, THE PROPERTY HEREINAFTER DESCRIBED, AND FOR THE BALANCE OF SAID CONSIDERATION, THE SAID MISS GERTRUDE DILLON HAS EXECUTED AND DELIVERED TO THE UNDERSIGNED ROBBIE OSBORNE MALLERNEE HER 62 NOTES FOR $40.00 EACH AND ONE NOTE FOR $20.00, ALL OF EVEN DATE HEREWITH AND PAYABLE IN 63 CONSECUTIVE MONTHLY PAYMENTS, THE FIRST ONE OF SAID NOTES BEING PAYABLE AUGUST 1, 1928;

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, ROBBIE OSBORNE MALLERNEE AND HUSBAND, DOW E.MALLERNEE,

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

MISS GERTRUDE DILLON, HER, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PARTS OF LOTS NOS. 77 AND 78, ON THE WAVERLY LAND COMPANY'S PLAN OF LOTS, CALLED THE "WAVERLY PLACE," AS OF RECORD IN BOOK NO.57, PAGE 95, IN THE REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS: BEGINNING AT A STONE IN THE NORTHWESTERN MARGIN OF KIRKMAN OR DOUGLAS AVENUE, BEING THE SOUTHWEST CORNER OF THE LOT CONVEYED BY THOMAS W.WRENNE AND WIFE, TO ELENORA P.MILLER, BY DEED OF RECORD IN BOOK NO.249, PAGE 365, IN SAID REGISTERS OFFICE; RUNNING THENCE IN A NORTHWESTERLY DIRECTION, 248 FEET, MORE OR LESS, TO AN ALLEY; THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID ALLEY, 35½ FEET, MORE OR LESS, TO MRS.FLORIDA RHODES CORNER; THENCE WITH HER LINE IN A SOUTHEASTERLY DIRECTION, 250 FEET, MORE OR LESS, TO THE NORTHWESTERLY MARGIN OF DOUGLAS AVENUE; THENCE IN A SOUTHWESTERLY DIRECRION ON A CURVE WITH SAID DOUGLAS AVENUE, 100 FEET TO THE BEGINNING, AND BEING THE SAME PROPERTY CONVEYED TO THE UNDERSIGNED ROBBIE OSBORNE MALLERNEE, BY WILL OF JO.G.BROWN, RECORDED IN WILL BOOK NO.44, PAGE 84, COUNTY COURT OF SAID COUNTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MISS GERTRUDE DILLON, , HER heirs and assigns, forever, WE DO 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 RECITED.

WE further covenant and bind OURSELVES, OUR, heirs and representatives, to warrant and forever defend the title to said real estate to said MISS GERTRUDE DILLON, HER 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 — in hand paid I, the said MISS GERTRUDE DILLON

do hereby transfer and convey unto D.P.WRENNE,JR., , Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

The Debt, Int. & $2.20 Note due May 1st 1930 for $40.00 and 63 notes as described herein, having been paid in full, to me, I hereby release the lien retained upon the within described property, held to secure the payment of said note. This 22 day of May 1930.

Attest: W. E. Bullock By D. P. Wrenne Jr. Deputy Register

I declare that I am the true and lawful holder of the Debt, Int. & $2.20 note secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 20 day of May 1930.

Attest: W. E. Bullock By [illegible] Deputy Register

I, the said MISS GERTRUDE DILLON, 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.

I further agree to keep the improvements on said property in good repair and protection, and to pay all taxes and assessments thereon, and to pay them when due and in case I 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 I, the said MISS GERTRUDE DILLON, 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 I 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, I 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 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.

I 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. --- 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. MISS GERTRUDE DILLON, HER

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. D.P.WRENNE,JR.,

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 ROBBIE OSBORNE MALLERNEE AND HUSBAND DOW E.MALLERNEE, and MISS GERTRUDE DILLON, , hereunto set our hands at NASHVILLE, Tennessee, this the 18TH day of JULY, 1928.

ROBBIE OSBORN MALLERNEE
DOW E.MALLERNEE
MISS GERTRUDE DILLON

ACK BEFORE N P

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 ROBBIE OSBORNE MALLERNEE AND HUSBAND DOW E.MALLERNEE AND MISS GERTRUDE DILLON, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ROBBIE OSBORNE MALLERNEE, wife of the said DOW E.MALLERNEE, having appeared before me privately and apart from HER husband, the said DOW E.MALLERNEE, 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 20 day of JULY, 1928.

My commission expires on the 6 day of APRIL, 1930. (Seal) FRANK A.SMITH Notary Public.

FILED MAY 23, 1930 AT 9.40 A.M.