NO. 65787 RECORDED OCT. 22, 1930 SOUTHERN SECURITIES CO. TO GEORGE W. MARTIN ETUX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY-SEVEN HUNDRED FIFTY AND NO/100 ($2750.00) DOLLARS of which ONE HUNDRED AND NO/100 ($100.00) DOLLARS has been paid in cash by BY GEORGE W. MARTIN AND WIFE CLARA K. MARTIN, receipt of which is hereby acknowledged, and for the remainder TWENTY-SIX HUNDRED FIFTY AND NO/100 ($2650.00) DOLLARS the said GEORGE W. MARTIN AND WIFE, CLARA K. MARTIN HAVE EXECUTED AND DELIVERED TO SOUTHERN SECURITIES COMPANY TWO SERIES OF NOTES, AS FOLLOWS:

FIRST: ONE NOTE FOR ONE THOUSAND AND NO/100 ($1000.00) DOLLARS, DATED OCTOBER 15TH, 1930, AND DUE OCTOBER 15TH, 1937, AND FOURTEEN INTEREST NOTES ALL DATED OCTOBER 15TH 1930, AND B FOR THIRTY AND NO/100 ($30.00) DOLLARS EACH, DUE RESPECTIVELY SEMI-ANNUALLY AFTER THEIR DATE; ALL OF SAID NOTES BEAR INTEREST AT THE RATE OF SIX PER CENT PER ANNUM AFTER MATURITY. SAID NOTES ARE PAYABLE TO THE ORDER OF SOUTHERN SECURITIES COMPANY. IT IS UNDERSTOOD AND AGREED THAT THIS SERIES OF NOTES CONSTITUTES A FIRST LIEN ON THE WITHIN DESCRIBED PROPERTY, AND IS A SUPERIOR LIEN TO THAT OF THE SECOND SERIES OF NOTES HEREINAFTER DESCRIBED.

SECOND: EIGHTY-THREE NOTES, ALL DATED OCTOBER 15TH, 1930, PAYABLE TO THE ORDER OF SOUTHERN SECURITIES COMPANY, AND DUE RESPECTIVELY ON THE 15TH DAY OF THE EIGHTY-THREE CONSECUTIVE MONTHS IMMEDIATELY FOLLOWING THEIR DATE; THE FIRST ONE OF SAID NOTES IS FOR TWENTY-EIGHT AND 25/100 ($28.25) DOLLARS, AND EACH SUCCEEDING NOTE IS FOR TEN CENTS LESS THAN THE ONE WHICH IT FOLLOWS, EXCEPT THE LAST NOTE, WHICH IS FOR TEN AND 05/100 ($10.05) DOLLARS; SAID NOTES BEAR NO INTEREST, EXCEPT AFTER MATURITY, AND IF ANY NOTE IS PAID BEFORE MATURITY IT SHALL BE DISCOUNTED AT THE RATE OF TEN CENTS PER MONTH FOR THE UNEXPIRED TERM PROVIDED THE NOTES ARE PAID IN THE ORDER OF THEIR MATURITY.

I declare that I am the true and lawful holder of the claim secured by the foregoing recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This the ... day of ..., 1934.

Attest: ... DEPUTY REGISTER

all of said notes bearing six per cent. interest from MATURITY 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 SOUTHERN SECURITIES CO. A CORPORATION, HAS / ES have this day bargained and sold, and do hereby transfer and convey, unto the said GEORGE W. MARTIN AND WIFE, CLARA K. MARTIN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF LOTS NOS. 24 AND 25 IN GEO. SHIELD'S FIRST ADDITION TO NORTH NASHVILLE, AS OF RECORD IN BOOK 57, PAGE 62, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; SAID PART OF SAID LOTS BEING MORE PARTICULATLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTHERLY MARGIN OF LOT NO. 25, THIRTY TWO FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT, THENCE IN A NORTHERLY DIRECTION 140 FEET TO A POINT IN THE NORTHERLY MARGIN OF SAID LOT, 30 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT; THENCE IN A WESTERLY DIRECTION 44 FEET WITH THE NORTHERLY MARGIN OF LOTS NOS. 25 AND 24 TO A POINT TWENTY-SIX FEET FROM THE NORTHWEST CORNER OF LOT NO. 24; THENCE SOUTHERLY 140 FEET TO A POINT IN THE SOUTHERLY MARGIN OF LOT NO. 24, TWENTY-FOUR FEET TWO INCHES EAST OF THE SOUTHWEST CORNER OF LOT NO. 24; THENCE EASTERLY FORTY-THREE FEET TEN INCHES WITH THE SOUTHERLY MARGIN OF LOTS NOS. 24 AND 25 TO THE POINT OF BEGINNING, AND BEING PART OF THE SAME PROPERTY CONVEYED TO THE UNDERSIGNED SOUTHERN SECURITIES COMPANY, A CORPORATION BY DEED FROM ELMER LAWRENCE, TRUSTEE, OF RECORD IN BOOK 844, PAGE 389, R. O. D. C. TENN., TO WHICH REFERENCE IS HERE MADE. AND BEING LOT NO. 19 ON AN UNRECORDED MAP OF LOTS ON SCOVEL AND HEIMAN STS., PROPERTY OF SOUTHERN SECURITIES CO., PREPARED BY JOHN WILKES, CIVIL ENGINEER, DATED SEPTEMBER 29, 1930. 1930 STATE AND COUNTY TAXES TO BE PAID BY PURCHASER.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GEORGE W. MARTIN AND WIFE, CLARA K. MARTIN THEIR heirs and assigns, forever, / SOUTHERN SECURITIES COMPANY, A CORPORATION covenant that IT IS lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered.

SUCCESSORS AND ASSIGNS,

IT further covenant and bind ITSELF, ITS ..., to warrant and forever defend the title to said real estate to said GEORGE W. MARTIN AND WIFE, CLARA K. MARTIN, 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 GEORGE W. MARTIN AND WIFE, CLARA K. MARTIN, do hereby transfer and convey unto ELMER LAWRENCE, Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE, the said GEORGE W. MARTIN AND WIFE, CLARA K. MARTIN, 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 $1500.00 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 herein, the same to bear interest from the date of such payment.

Now, if WE, the said GEORGE W. MARTIN AND WIFE CLARA K. MARTIN, 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, OR IF 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 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 GEORGE W. MARTIN AND WIFE, CLARA K. MARTIN 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. ELMER LAWRENCE

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, THE SAID SOUTHERN SECURITIES COMPANY HAS CAUSED ITS CORPORATE SEAL NAME TO BE HEREUNTO SUBSCRIBED BY A. S. WEINBAUM, SR. ITS PRESIDENT In ... AND ITS CORPORATE SEAL TO BE AFFIXED AND ATTESTED BY LEON GILBERT, ITS SECRETARY, AT NASHVILLE, TENNESSEE, ON THIS 15TH DAY OF OCT. 1930.

and at ..., ... day of ..., 193...

(SEAL) SOUTHERN SECURITIES COMPANY
BY A. S. WEINBAUM SR., PRESIDENT

ATTEST:
LEON GILBERT
SECRETARY.

WE IN WITNESS WHEREOF/THE SAID GEORGE W. MARTIN AND WIFE, CLARA K. MARTIN HEREUNTO SET OUR HANDS AT NASHVILLE, TENN, THIS 15TH DAY OF OCTOBER 1930

GEORGE W. MARTIN
CLARA K. MARTIN

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, G. B. WHITE, a Notary Public in and for said County and State, the within-named GEORGE W. MARTIN AND WIFE, CLARA K. MARTIN the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And CLARA K. MARTIN, wife of the said GEORGE W. MARTIN having appeared before me privately and apart from HER husband, the said CLARA K. MARTIN, 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 15 day of OCTOBER, 193 0

My commission expires on the 25 day of APRIL, 193 4. (Seal) G. B. WHITE
Notary Public.

RECEIVED OCT. 21, 1930 AT 9:45 A. M.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BEFORE ME E. Forrest SANDERS A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED A. S. WEINBAUM, SR., AND LEON GILBERT, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY, RESPECTIVELY, OF SOUTHERN SECURITIES COMPANY, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT THEY, AS SUCH PRESIDENT AND SECRETARY, RESPECTIVELY, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY THE SAID A. S WEINBAUM, SR., AS PRESIDENT, AND AFFIXING ITS CORPORATE SEAL THERETO AND ATTESTING THE SAME BY THE SAID LEON GILBERT, AS SECRETARY. WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE IN NASHVILLE, TENNESSEE, THIS 15TH, DAY OF OCTOBER, 1930.

(SEAL) E. FORREST SANDERS,
NOTARY PUBLIC

MY COMMISSION EXPIRES 1/16/34

RECEIVED OCT. 21, 1930 AT 9:45 A. M.