NO. 68374 RECORDED JAN. 5, 1931. HIGGINS BROS. TO S. D. ACKERMAN, ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND FIFTY AND NO/100 ($1050.00) DOLLARS
of which EIGHTY AND NO/100 ($80.00) DOLLARS has been paid in cash by
S. D. ACKERMAN AND WIFE, LYDIA CORRINNE ACKERMAN receipt of which is hereby acknowledged, and for the remainder
NINE HUNDRED SEVENTY AND NO/100 ($970.00) DOLLARS
the said S.D. ACKERMAN AND WIFE, LYDIA CORRINNE ACKERMAN

HAVE EXECUTED THEIR 49 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH THE FIRST 48 OF SAID NOTES BEING IN THE SUM OF $20.00 EACH AND THE 49TH BEING FOR THE SUM OF $10.00. THESE NOTES ARE MADE PAYABLE TO THE ORDER OF HIGGINS BROTHERS AND THE FIRST NOTE FALLS DUE FEBRUARY 5, 1931 AND ONE ON THE 5TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID. THE INTEREST HAS BEEN COMPUTED AND ADDED TO THE FACE OF EACH NOTE MAKING THE BIG NOTE, WHICH IS TO BE PAID FIRST, AMOUNT TO $24.85, EACH SUCCEEDING NOTE AMOUNTING TO 10¢ LESS THAN THE ONE IMMEDIATELY PRECEDING IT.

THE LAST NOTE BEING FOR ONLY $10.00 AMOUNTS TO ONLY $10.05

MATURITY

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 JAMES B. HIGGINS, UNMARRIED, & WILLIAM E. HIGGINS (THE SOLE AND ONLY MEMBERS OF THE / PARTNERSHIP KNOWN AS HIGGINS BROS. AND LOUISE HIGGINS, WIFE OF WILLIAM E. HIGGINS

have this day bargained and sold, and do hereby transfer and convey, unto the said S. D. ACKERMAN AND WIFE, LYDIA CORRINNE ACKERMAN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 7 OF BLOCK NO. 10 ON THE PLAN OF THE CHARLOTTE PARK COMPANY'S SECOND ADDITION TO NASHVILLE, WHICH PLAN IS OF RECORD IN BOOK 57, PAGES 160 & 161, R.O.D.C., TENNESSEE.

SAID LOT NO. 7 FRONTS 50 FEET ON THE NORTHERLY SIDE OF PARK AVENUE, FORMERLY FIRST AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES, WITH THE EASTERLY MARGIN OF 40TH. AVENUE NORTH, FORMERLY "C" STREET, 150 FEET TO AN ALLEY, SHOWING ON SAID ALLEY 50 FEET. BEING THE SAME PROPERTY CONVEYED TO HIGGINS BROTHERS BY DEED OF MORGAN MCEWEN AND WIFE BY DEED OF RECORD IN BOOK ____ PAGE ____, R.O.D.C., TENNESSEE. FURTHER REFERENCE IS HERE MADE TO BOOK 634, PAGE 356, R.O.D.C., TENNESSEE FOR TITLE AS VESTED IN MORGAN MCEWEN AND WIFE, CARRIE B. MCEWEN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said S.D. ACKERMAN AND WIFE, LYDIA CORRINNE ACKERMAN, THEIR 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said S.D. ACKERMAN AND WIFE, LYDIA CORRINNE ACKERMAN, 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 S. D. ACKERMAN AND WIFE, LYDIA CORRINNE ACKERMAN do hereby transfer and convey unto R.L. KENNEDY, 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 S. D. ACKERMAN AND WIFE, LYDIA CORRINNE ACKERMAN, 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 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 S.D. ACKERMAN AND WIFE, LYDIA CORRINNE ACKERMAN, 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 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 S.D. & LYDIA CORRINNE ACKERMAN, 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 R. L. KENNEDY 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 JAS. B. HIGGINS, WILLIAM E. HIGGINS AND WIFE, LOUISE HIGGINS, and S. D. & LYDIA CORRINNE ACKERMAN, hereunto set our hands at NASHVILLE, Tennessee, this the 11TH day of DECEMBER, 1930.

JAMES B. HIGGINS
WILLIAM E. HIGGINS
LOUISE HIGGINS
S. D. ACKERMAN
LYDIA CORRINNE ACKERMAN

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. J. STEPHENS, a Notary Public in and for said County and State, the within-named JAMES B. HIGGINS, AN UNMARRIED MAN, & WILLIAM E. HIGGINS (SOLE AND ONLY MEMBERS OF THE / PARTNERSHIP KNOWN AS HIGGINS BROS) AND LOUISE HIGGINS, WIFE OF WILLIAM E HIGGINS the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LOUISE HIGGINS, WIFE of the said WILLIAM E. HIGGINS having appeared before me privately and apart from HER husband, the said LOUISE HIGGINS, 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 17 day of DECEMBER, 1930
My commission expires on the 3 day of JAN. 1931. (Seal) W. J. STEPHENS
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

PERSONALLY APPEARED BEFORE ME, LOUISE V. STEPHENS, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED S. D. ACKERMAN AND WIFE, LYDIA CORRINNE ACKERMAN, THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

AND LYDIA CORRINNE ACKERMAN, WIFE OF THE SAID S.D. ACKERMAN, HAVING APPEARED BEFORE ME, PRIVATELY AND APART FROM HER HUSBAND, THE SAID LYDIA CORRINNE ACKERMAN 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 13TH DAY OF DECEMBER, 1930. (SEAL) LOUISE V. STEPHENS, NOTARY PUBLIC.

MY COM. EXPIRES OCT. 17, 1931.

RECEIVED JAN. 5, 1931, AT 9:30 A. M.