NO. 122 RECORDED JAN. 29, 1931. SAM WOLF ET UX TO ARCHIE P. JACKSON ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED AND FIFTY ($350.00) DOLLARS
of which SEVENTY FIVE ($75.00) DOLLARS has been paid in cash by
ARCHIE P. JACKSON AND WIFE BERTHA JACKSON, receipt of which is hereby acknowledged, and for the remainder
TWO HUNDRED AND SEVENTY FIVE ($275.00) DOLLARS
the said ARCHIE P. JACKSON AND WIFE BERTHA JACKSON
HAVE THIS DAY EXECUTED TO THE ORDER OF SAM WOLF AND JESSE WOLF TWENTY SEVEN (27) MONTHLY NOTES FOR THE SUM OF TEN ($10.00) DOLLARS EACH, AND ONE (1) NOTE FOR THE SUM OF FIVE ($5.00) DOLLARS, THE FIRST OF SAID MONTHLY NOTES FALLS DUE ONE MONTH AFTER DATE OF THIS INSTRUMENT, AND THE REMAINING NOTES MONTHLY CONSECUTIVELY THEREAFTER, THE LAST NOTE BEING FOR THE SUM OF FIVE ($5.00) DOLLARS; AS A FURTHER CONSIDERATION THE WITHIN NAMED GRANTEES ASSUME THE PAYMENT OF THE TAXES FOR 1931 ON THE WITHIN CONVEYED PROPERTY

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, SAM WOLF AND WIFE ESTHER WOLF, AND JESSE WOLF (AN UNMARRIED MAN) have this day bargained and sold, and do hereby transfer and convey, unto the said ARCHIE P. JACKSON AND WIFE BERTHA JACKSON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 26 OF BLOCK "A", ON THE PLAN OF M. B. AND M. S. PILCHER'S ADDITION TO NASHVILLE, AS OF RECORD IN BOOK 157, PAGE 91, R.O.D.C. TENNESSEE.

SAID LOT NO. 26 FRONTS 50 FEET ON THE SOUTH SIDE OF THE OLD CLIFTON PIKE AND EXTENDS BACK SOUTHWARDLY BETWEEN PARALLEL LINES 190 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO SAM WOLF AND JESSE WOLF BY DEED FROM HENRY HOLLINSWORTH AND WIFE JOHNGHOLENA HOLLINSWORTH DATED MAY 12, 1930, AND RECORDED IN BOOK NO. 845, PAGE 685 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This ... day of ..., 1933.
Witness: ... DEPUTY REGISTER

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This ... day of ..., 1933.
Witness: ... DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ARCHIE P. JACKSON AND WIFE BERTHA JACKSON, 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 unencumbered.

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ARCHIE P. JACKSON AND WIFE BERTHA JACKSON, 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 ARCHIE P. JACKSON AND WIFE BERTHA JACKSON do hereby transfer and convey unto A. M. HAGAN, JR., 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 ARCHIE P. JACKSON AND WIFE BERTHA JACKSON, 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.

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 ARCHIE P. JACKSON AND WIFE BERTHA JACKSON, 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 WITHIN 90 DAYS AFTER 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 sucessor 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 in 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 ARCHIE P. JACKSON AND BERTHA JACKSON,, 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 sucessor to execute this trust by any instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to A. M. HAGAN, JR. 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 SAM WOLF AND WIFE ESTHER WOLF, AND JESSE WOLF and ARCHIE P. JACKSON AND WIFE BERTHA JACKSON, hereunto set our hands at NASHVILLE, Tennessee, this the 22ND day of JANUARY, 1931.

SAM WOLF
ESTHER WOLF
JESSE WOLF
ARCHIE P. JACKSON
BERTHA JACKSON

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WILLIAM R. HAGAN, a Notary Public in and for said County and State, the within named SAM WOLF, AND WIFE, ESTHER WOLF, JESSE WOLF (AN UNMARRIED MAN), ARCHIE P. JACKSON AND WIFE, BERTHA JACKSON the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ESTHER WOLF AND BERTHA JACKSON, wives of the said SAM WOLF AND ARCHIE P. JACKSON having appeared before me privately and apart from THEIR husbandS, the said ESTHER WOLF AND BERTHA JACKSON, 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 28TH day of JANUARY, 1931
My commission expires on the 22 day of JAN., 1934. (Seal) WILLIAM R. HAGAN
Notary Public.

RECEIVED JAN. 29, 1931, AT 9:35 A. M.

STEGER-MILLER, NASHVILLE