NO. 2826 RECORDED APRIL 15, 1931. AMERICAN TR. CO. TO G.A. HELTON, ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($1500.00) FIFTEEN HUNDRED & NO/100 DOLLARS
of which ($50.00) FIFTY AND NO/100 DOLLARS has been paid in cash by
G. A. HELTON AND WIFE, MATTIE MAI HELTON, receipt of which is hereby acknowledged, and for the remainder
($1450.00) FOURTEEN HUNDRED FIFTY & NO/100 DOLLARS
the said G. A. HELTON AND WIFE MATTIE MAI HELTON

HAVE EXECUTED AND DELIVERED THEIR 72 JOINT MONTHLY PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OFNASHVILLE AND AMERICAN TRUST COMPANY, NASHVILLE, TENNESSEE. THE FIRST NOTE IS FOR THE SUM OF $27.25 AND EACH SUCCEEDING NOTE IS FOR A SUM 10¢ LESS THAN THE PRECEEDING NOTE EXCEPT THE LAST NOTE WHICH IS FOR THE SUM OF $30.15. THE FIRST NOTE FALLS DUE MAY 1ST, 1931 AND ONE OTHER ON THE FIRST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL MATURE. NONE OF THESE NOTES BEAR INTEREST UNTIL AFTER MATURITY AS THE INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the same to be satisfied in full. This ... day of ..... 1935.
Attest: ... DEPUTY REGISTER
By ... ASST. VICE PRES.
NASHVILLE TRUST CO.

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. NASHVILLE AND AMERICAN TRUST COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, WITH ITS PRINCIPAL OFFICE AT NASHVILLE, have this day bargained and sold, and do hereby transfer and convey, unto the said G. A. HELTON AND WIFE, MATTIE MAI HELTON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 61 IN GEORGE SHEDD'S SECOND ADDITION TO NASHVILLE, AS OF RECORD IN BOOK NO. 57, PAGE 146, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO. 61 FRONTS 50 FEET ON THE SOUTH SIDE OF SEIFRIED STREET AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO THE AMERICAN TRUST COMPANY BY E. E. MURRAY SUBSTITUTE TRUSTEE AS OF RECORD IN BOOK 844, PAGE 562, R.O.D.C., TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said G. A.HELTON AND WIFE, MATTIE MAI HELTON, 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. EXCEPT PURCHASERS AGREE TO PAY 1931 TAXES.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said G. A. HELTON AND WIFE MATTIE MAI HELTON, 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 G. A. HELTON AND WIFE, MATTIE MAI HELTON do hereby transfer and convey unto E.E. MURREY, 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 G. A. HELTON AND WIFE MATTIE MAI HELTON, 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 G.A. HELTON AND WIFE MATTIE MAI HELTON, 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 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 G. A. HELTON AND WIFE MATTIE MAI HELTON, 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 E. E. MURREY 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 NASHVILLE AND AMERICAN TRUST COMPANY HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS, AND THE SEAL OF SUCH CORPORATION TO BE AFFIXED. and G. A. HELTON & WIFE MATTIE MAI HELTON, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of APRIL, 1931.

ATTEST:
K. H. DODSON, SECRETARY.

(SEAL) NASHVILLE & AMERICAN TRUST COMPANY
(FORMERLY AMERICAN TRUST COMPANY)
BY E. R. BURR, VICE PRESIDENT.
G.A. HELTON
MATTIE MAI HELTON

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY..

Personally appeared before me, I. H. GIBSON, a Notary Public in and for said County and State, the within named G. A. HELTON AND WIFE MATTIE MAI HELTON the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MATTIE MAI HELTON, wife of the said G. A. HELTON having appeared before me privately and apart from HER husband, the said MATTIE MAI HELTON, 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 11TH day of APRIL, 1931

My commission expires on the 9 day of OCT. 1933. (Seal) I. H. GIBSON
Notary Public.

STAIE OF TENNESSEE; COUNTY OF DAVIDSON.

BEFORE ME, I. H. GIBSON, A NOTARY PUBLIC WITHIN AND FOR THE SAID COUNTY AND STATE, DULY COMMISSIONED AND QUALIFIED, PERSONALLY APPEARED E.R. BURR AND K. H. DODSON WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON THEIR SEVERAL OATHS, ACKNOWLEDGED THEMSELVES TO BE RESPECTIVELY THE VICE-PRESIDENT AND SECRETARY OF THE AMERICAN TRUST COMPANY, THE WITHIN NAMED BARGAINOR, A CORPORATION; AND THAT THEY AS SUCH VICE-PRESIDENT AND SECRETARY BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY THE SAID E. R. BURR SUBSCRIBING THERETO THE NAME OF THE CORPORATION BY HIMSELF AS SUCH VICE-PRESIDENT AND BY THE SAID K. H. DODSON AFFIXING AND ATTESTING THEREON THE CORPORATE SEAL.

WITNESS MY HAND AND OFFICIAL SEAL, AT NASHVILLE, TENNESSEE, THIS 11TH DAY OF APRIL, 1931.
MY COM. EXPIRES OCT. 9, 1933. (SEAL) I. H. GIBSON, NOTARY PUBLIC.

RECEIVED APRIL 14, 1931, AT 10:45 A. M.

STEGER-MILLER, NASHVILLE