NO. 6643 RECORDED JULY 29, 1931. SARA TEITLEBAUM TO E. L. ROBERTS ET AL.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SIXTEEN THOUSAND ($16,000.00) DOLLARS of which ONE THOUSAND ($1000.00) DOLLARS has been paid in cash by E. L. ROBERTS AND E. G. PEACHER, receipt of which is hereby acknowledged, and for the remainder FIFTEEN THOUSAND ($15,000.00) DOLLARS the said E. L. ROBERTS AND E. G.PEACHER HAVE EXECUTED THEIR SIX PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF SARA TEITLEBAUM, SAID NOTES BEING DESCRIBED AS FOLLOWS:

1 NOTE IN THE AMOUNT OF $1500.80, DUE ON OR BEFORE MAY 10TH, 1930, AND FIVE (5) NOTES EACH IN THE AMOUNT OF $2700.00 DUE ON OR BEFORE 1, 2, 3, 4, AND 5 YEARS RESPECTIVELY FROM DATE OF THIS INSTRUMENT (INTEREST ON THE FIRST NOTE FOR $1500.00 AT THE RATE OF 6% PER ANNUM PAYABLE AT MATURITY)

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

Attest: ... DEPUTY REGISTER

INTEREST PAYABLE SEMI-ANNUALLY

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, SARA TEITLEBAUM AND HUSBAND HENRY TEITLEBAUM have this day bargained and sold, and do hereby transfer and convey, unto the said E. L. ROBERTS AND E.G. PEACHER AS EQUAL TENANTS IN COMMON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LOT 6 AND THE SOUTH 9½ FEET OF LOT 5 IN THE SUBDIVISION OF HAMILTON PARKS 10-28/160 ACRES OF LAND WHICH SUBDIVISION IS RECORDED IN SAID REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE, IN BOOK 161, PAGE 160. SAID LAND FRONTS 70 FEET ON THE WEST SIDE OF HILLSBORO PIKE AND RUNS BACK WESTERLY BETWEEN PARALLEL LINES, 155 FEET, MORE OR LESS TO AN ALLEY, WHICH PROPERTY IS BOUNDED ON THE SOUTH BY JONES AVENUE. BEING THE SAME PROPERTY CONVEYED TO SARA TEITLEBAUM BY DEED OF W. E. CRAIG AND WIFE OF RECORD IN BOOK 426, PAGE 102, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNDSSEE. (THE LAND HEREIN CONVEYED IS ALL OF THE LAND DEEDED TO SARA TEITLEBAUM BY DEED OF W. E. CRAIG AND WIFE OF RECORD IN BOOK 426, PAGE 102, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, EXCEPT ANY PART WHICH MIGHT HAVE BEEN TAKEN BY THE CITY IN WIDENING OF 21ST AVENUE SOUTH FROM CARLTON AVENUE TO NEAR JONES AVENUE.)

THE SAID E. L. ROBERTS AND E. G. PEACHER FURTHER ASSUME AND HEREBY AGREE TO PAY ALL ABUTTING PROPERTY TAXES ASSESSED AGAINST THIS PROPERTY ON JONES STREET OR AVENUEAS OF RECORD IN PAGES 113 AND 143, IN BOOK 6, MINUTES OF THE BOARD OF PUBLIC WORKS, CITY OF NASHVILLE, DATED THE 18TH DAY OF JUNE, 1929 AND THE 19TH DAY OF JULY, 1929.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said E. L. ROBERTS AND E. G. PEACHER, 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 AS HEREIN SET FORTH AND TAXES FOR 1930 WHICH ARE HEREBY ASSUMED BY THE PURCHASERS WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said E. L. ROBERTS AND E. G. PEACHER, 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 E. L. ROBERTS AND E.G. PEACHER do hereby transfer and convey unto NATHAN COHN, 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 E. L. ROBERTS AND E. G. PEACHER, 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 $12000.00 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 E. L. ROBERTS AND E. G. PEACHER, 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 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 E. L. ROBERTS AND E. G. PEACHER, -- 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 NATHAN COHN 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 SARA TEITLEBAUM AND HUSBAND HENRY TEITLEBAUM and E. L. ROBERTS AND E. G. PEACHER, hereunto set our hands at NASHVILLE, Tennessee, this the 17TH day of APRIL, 1930.

SARA TEITLEBAUM
HENRY TEITLEBAUM
E. L. ROBERTS
E.G. PEACHER

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JNO. W. DENIS, a Notary Public in and for said County and State, the within named SARA TEITLEBAUM AND HUSBAND HENRY TEITLEBAUM AND E. L. ROBERTS AND E.G. PEACHER the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And SARA TEITLEBAUM, WIFE of the said HENRY TEITLEBAUM having appeared before me privately and apart from HER husband, the said SARA TEITLEBAUM, 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 17TH day of APRIL, 1930

My commission expires on the 9TH day of OCT., 1933. (Seal)

Jno. W. Denis
Notary Public.

RECEIVED JULY 29, 1931, AT 9:45 A. M.

STEGER-MILLER, NASHVILLE