NO. 22981 RECORDED NOV. 4, 1932. CHARLES H. J. FEIGENBAUM TO JOHNIE FREEMAN, ET UX.

INSTALLMENT DEED

For and in Consideration of the sum of ONE THOUSAND FIFTY AND NO/100 DOLLARS
of which FIFTEEN AND NO/100 DOLLARS has been paid in cash by
JOHNIE FREEMAN AND WIFE, FRANCES FREEMAN , receipt of which is hereby acknowledged, and for the remainder
ONE THOUSAND THIRTY-FIVE AND NO/100 ($1035.00) DOLLARS
the said JOHNIE FREEMAN AND WIFE, FRANCES FREEMAN

HAVE EXECUTED THEIR SIXTY-NINE (69) PROMISSORY NOTES IN THE SUM OF FIFTEEN AND NO/100 DOLLARS ($15.00), EACH, DATED OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF CHARLES H. J. FEIGENBAUM.

THE FIRST OF SAID ABOVE MENTIONED NOTES FALLS DUE DECEMBER 1, 1932 AND ONE ON THE FIRST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID. ALL OF SAID NOTES BEARS INTEREST AT THE RATE OF SIX PER CENT (6%) PER ANNUM, BUT THE INTEREST HAS BEEN COMPUTED AND ADDED IN THE FACE OF SAID NOTES, MAKING THE FIRST NOTE FOR THE SUM OF TWENTY DOLLARS AND EIGHTEEN CENTS ($20.18) AND THE OTHERS DECREASING AT ~~THE~~ RATE OF SEVEN AND ONE-HALF (7½¢) CENTS PER MONTH UNTIL ALL HAVE MATURED, MAKING THE LAST NOTE FOR THE SUM OF FIFTEEN DOLLARS AND SEVEN AND ONE-HALF CENTS ($15.07½).

IT IS UNDERSTOOD AND AGREED THAT ANY ONE OR ALL OF THIS SERIES OF NOTES MAY BE TAKEN UP AT ANY TIME BEFORE MATURITY AT A DISCOUNT OF 7½¢ PER MONTH FOR THE TIME UNEXPIRED, PROVIDED THAT THEY BE TAKEN UP IN THE ORDER OF THEIR 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 thereof and discharge of the lien to secure the same in full. This 2nd day of Dec. 1938
Attest: W. L. Jones Register

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

I, CHARLES H. J. FEIGENBAUM, Unmarried Man

have this day bargained and sold, and do hereby transfer and convey, unto the said

JOHNIE FREEMAN AND WIFE, FRANCES FREEMAN, AND THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING "THE EAST HALF OF LOT #9 OF BLOCK "B" ON THE PLAN OF THE HERMITAGE ADDITION TO NASHVILLE, AS OF RECORD IN BOOK NO. 57, PAGES 42 AND 43 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID EAST HALF OF LOT #9 FRONTS TWENTY-FIVE (25) FEET ON THE SOUTH SIDE OF GREEN STREET, AND RUNS BACK BETWEEN PARALLEL LINES ONE HUNDRED SIXTY (160) FEET TO AN ALLEY, AND BEING KNOWN AS #121 AND REAR #121 GREEN STREET."

AND BEING THE SAME PROPERTY CONVEYED TO THE UNDERSIGNED CHARLES H. J. FEIGENBAUM BY DEED OF WALTER EPPS AND WIFE, MATTIE EPPS, DATED JUNE 24, 1932 AND RECORDED IN BOOK #903, PAGE 83, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHNIE FREEMAN AND WIFE, FRANCES FREEMAN, THEIR heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said JOHNIE FREEMAN AND WIFE, FRANCES FREEMAN, 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 JOHNIE FREEMAN AND WIFE, FRANCES FREEMAN, do hereby transfer and convey unto HARRY STERN, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE, the said JOHNIE FREEMAN AND WIFE, FRANCES FREEMAN, 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 JOHNIE FREEMAN AND WIFE, FRANCES FREEMAN, 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 THEY 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 JOHNIE FREEMAN AND WIFE, FRANCES FREEMAN,- 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 HARRY STERN 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 CHARLES H. J. FEIGENBAUM and JOHNIE FREEMAN AND WIFE, FRANCES FREEMAN, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of NOVEMBER, 19 32.

CHARLES H. J. FEIGENBAUM
JOHNIE FREEMAN
FRANCES FREEMAN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. L. JONES, a Notary Public in and for said County and State, the within-named CHARLES H. J. FEIGENBAUM AND JOHNIE FREEMAN AND WIFE, FRANCES FREEMAN the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And FRANCES FREEMAN, WIFE of JOHNIE FREEMAN, wi of the said having appeared before me privately and apart from HER husband, the said FRANCES FREEMAN, 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 1 day of NOV., 1932.

My commission expires on the 5 day of APR., 1933. (Seal) W. L. JONES Notary Public.

U.S.R.S. $1.50.
RECEIVED NOV. 4, 1932, AT 9:37 A.M.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within-named the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

And , wi of the said having appeared before me privately and apart from husband, the said , acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal at , Tennessee, this day of , 19

My commission expires on the day of , 19 (Seal)

Notary Public.