NUMBER 52321 RECORDED FEB. 20, 1935. R. D. STANFORD TO L. H. BROWN.

INSTALLMENT DEED

For and in Consideration of the sum of $8,850.00 EIGHT THOUSAND EIGHT HUNDRED AND FIFTY DOLLARS
of which $350.00 (THREE HUNDRED AND FIFTY) DOLLARS has been paid in cash by
L. H. BROWN AND WIFE MARY ELIZABETH BROWN , receipt of which is hereby acknowledged, and for the remainder
$8,500.00 EIGHT THOUSAND FIVE HUNDRED DOLLARS
the said L. H. BROWN AND WIFE MARY ELIZABETH BROWN

HAVE EXECUTED AND DELIVERED THEIR 23 PROMISSARY LEIN NOTES TO SECURE THE UNPAID BALANCE OF $8500.00, ELEVEN OF THE SAID NOTES BEING PRINCIPAL NOTES, NINE OF THE SAME BEING FOR THE SUM OF $300.00 EACH AND MATURING ON THE FIRST OF APRIL AND OCTOBER OF EACH YEAR FOR THE YEARS 1934 TO 1938 INCLUSIVE, UNTIL ALL HAVE BEEN PAID. ONE OF THE SAID NOTES IS FOR THE SUM OF $2500.00 AND IS DUE APRIL 1ST. 1934. THE LAST NOTE IS FOR THE SUM OF $3300.00 AND IS DUE OCT. 1ST., 1938. THE TWELVE REMAINING NOTES ARE INTEREST NOTES, MATURING AT EACH SIX MONTH PERIOD, PAYING THE INTEREST ON THE UNPAID PRINCIPAL AT THE RATE OF 6% PER ANNUM, PAYABLE SEMI-ANNUALLY.

I declare that I am the true and lawful holder of this claim secured by the instrument within mentioned, and hereby authorize the Register to enter the same as paid. This [illegible] 1935
Attest: [illegible] DEPUTY REGISTER

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, R. D. STANFORD AND WIFE EULA MYRTLE STANFORD

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

L. H. BROWN AND WIFE MARY ELIZABETH BROWN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NUMBER 110 WHICH FRONTS 100 FEET ON THE EASTERLY SIDE OF WOODMONT AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 200 FEET TO A DEAD LINE. BEING A PART OF THE LAND CONVEYED TO W. P. BARTON BY DEED FROM DUNCAN F. KENNER AND WIFE MARY HILL KENNER OF RECORD IN BOOK 572, PAGE 300, R.O.D.C., TENN., TO WHICH DEEDS SPECIFIC REFERENCE IS HEREBY MADE FOR RESTRICTIONS AND LIMITATIONS WHICH RUN WITH THE HEREIN ABOVE CONVEYED LAND, THE SAME BEING A PART OF THE SAME LAND CONVEYED TO R. D. STANFORD TO DEED FROM W. P. BARTON AS OF RECORD IN BOOK 782, PAGE 772 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 L. H. BROWN AND WIFE MARY ELIZABETH BROWN, - , 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 unincumbered.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said L. H. BROWN AND WIFE MARY ELIZABETH BROWN, 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 L. H. BROWN AND WIFE MARY ELIZABETH BROWN,

do hereby transfer and convey unto A. F. STANFORD , 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 L. H. BROWN AND WIFE MARY ELIZABETH BROWN , 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 $ 6,500.00 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 L. H. BROWN AND WIFE MARY ELIZABETH BROWN , 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 L. H. BROWN AND WIFE MARY ELIZABETH BROWN, -- 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 A. F. STANFORD 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 R. D. STANFORD AND WIFE EULA MYRTLE STANFORD and L. H. BROWN AND WIFE MARY ELIZABETH BROWN, , hereunto set our hands at NASHVILLE, , Tennessee, this the 30 day of SEPTEMBER, , 19 3.

R. D. STANFORD
EULA MYRTLE STANFORD
LOUIS H. BROWN
MARY ELIZABETH BROWN.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H. L. REAGAN , a Notary Public in and for said County and State, the within-named R. D. STANFORD AND L. H. BROWN, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And EULA MYRTLE STANFORD AND MARY ELIZABETH BROWN, WIVES XXIX of the said R. D. STANFORD AND LOUIS H. BROWN having appeared before me privately and apart from THEIR husband S , the said EULA MYRTLE STANFORD AND MARY ELIZABETH BROWN , 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 --- , Tennessee, this 30 day of SEPTEMBER, , 19 33.

My commission expires on the 20 day of OCT. , 1936. (Seal) H. L. REAGAN
Notary Public.

U.S.R.S. $9.00.
RECEIVED FEB. 19, 1935, AT 9:10 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.