NUMBER 64620 RECORDED DEC. 7, 1935. ALBERT HUGHS JENKINS, ET UX TO ANNIE MAI WILLIAMS.

INSTALLMENT DEED

For and in Consideration of the sum of SIX HUNDRED AND NO/100 DOLLARS
of which FOUR HUNDRED AND NO/100 DOLLARS has been paid in cash by
ANNIE MAI WILLIAMS, receipt of which is hereby acknowledged, and for the remainder
TWO HUNDRED DOLLARS
the said ANNIE MAI WILLIAMS

HAS EXECUTED ONE PROMISSORY LIEN NOTE DATED NOVEMBER 16TH, 1935 DUE THREE MONTHS AFTER DATE ON FEBRUARY 16TH, 1936.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby release the lien to secure the same in full. This 2nd day of January, 1936.
Witness: [illegible]
ALBERT HUGHS JENKINS

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 BY ALBERT HUGHS JENKINS AND WIFE EURA B. JENKINS, HIS FORMER WIFE MATTIE LEE JENKINS HAVING DIED NOV. 11, 1933

have this day bargained and sold, and do hereby transfer and convey, unto the said ANNIE MAI WILLIAMS, TO HER SOLE AND SEPARATE USE FREE OF THE CLAIMS OF HER PRESENT OR ANY FUTURE HUSBAND, - heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTHERLY 55 FEET OF LOTS 428 AND 429 ON THE PLAN OF MAURY AND CLAIBORNE'S ADDITION TO SOUTH NASHVILLE, TENN., AS OF RECORD IN BOOK 21, PAGES 84 AND 85 OF THE R.O.D.C.TENN. SAID PARTS OF SAID LOTS BEING DESCRIBED AS FOLLOWS:-

BEGINNING AT A POINT IN THE EASTERLY MARGIN OF CLAIBORNE STREET, BEING THE NORTHWESTERLY CORNER OF LOT 429 ON SAID PLAN; THENCE WITH THE EASTERLY MARGIN OF SAID CLAIBORNE STREET, SOUTHERLY 55 FEET TO A POINT; THENCE AT RIGHT ANGLES EASTERLY 80 FEET TO THE WESTERLY MARGIN OF LOT 427, ON SAID PLAN; THENCE NORTHERLY PARALLEL TO SAID CLAIBORNE STREET, 55 FEET TO AN ALLEY; THENCE WITH THE SOUTHERLY MARGIN OF SAID ALLEY, WESTERLY 80 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO ALBERT HUGHS JENKINS AND WIFE, MATTIE LEE JENKINS, BY MRS. CELIA P. SWEENEY BY DEED OF RECORD INBOOK 796, PAGE 191, R.O.D.C. TENNESSEE, TO WHICH REFERENCE IS HERE IN MADE.

MATTIE LEE JENKINS, FORMER WIFE OF ALBERT HUGHS JENKINS, HAVING DIED NOVEMBER 11, 1933, HIS PRESENT WIFE, EURA B. JENKINS JOINS IN THIS CONVEYANCE. The seller will pay all taxes up to and including 1935

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ANNIE MAI WILLIAMS, FOR HER SOLE AND SEPARATE USE, - heirs and assigns, forever, AND 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 ANNIE MAI WILLIAMS, HER 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 ALBERT HUGHS JENKINS AND WIFE, EURE B. JENKINS AND ANNIE MAI WILLIAMS, do hereby transfer and convey unto CHARLES D. FOX, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I, the said ANNIE MAI WILLIAMS, 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 $ 400.00 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.

I 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 I 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 I, the said ANNIE MAI WILLIAMS, 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 I 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, OR IF I 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.

I FURTHER 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. I 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 ANNIE MAI WILLIAMS, - 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 CHARLES D. FOX 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 ALBERT HUGHS JENKINS AND WIFE, EURA B. JENKINS and ANNIE MAI WILLIAMS, NASHVILLE, Tennessee, this the 16 day of NOVEMBER, 19 35, hereunto set our hands at

ALBERT HUGHS JENKINS
EURA B. JENKINS
ANNIE MAI WILLIAMS

STATE OF TENNESSEE, DAVIDSON COUNTY.

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

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

Witness my hand and official seal at NASHVILLE, Tennessee, this 16 day of NOVEMBER, 19 35.
My commission expires on the 3 day of JAN. 19 38. (Seal) WILLIAM GWOSDOF
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WILLIAM GWOSDOF, a Notary Public in and for said County and State, the within-named ALBERT HUGHS JENKINS AND WIFE, EURA B. JENKINS, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And EURA B. JENKINS, ALBERT HUGHS JENKINS SHE, wi FE of the said having appeared before me privately and apart from HER husband, the said EURA B. JENKINS, 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 16 day of NOVEMBER, 19 35.
My commission expires on the 3 day of JAN. 19 38. (Seal) WILLIAM GWOSDOF
U.S.R.S. $1.00.
Notary Public.

RECEIVED DEC. 6, 1935, AT 3:50 P.M.