RECORDED SEPT 10,1931 C.A. BRIDGES TO BERTHA BIENER ROSENBLUM

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SIX THOUSAND FIVE HUNDRED ($6,500.00) DOLLARS of which THREE THOUSAND ($3,000.00) DOLLARS has been paid in cash by BERTHA BIENER ROSENBLUM, receipt of which is hereby acknowledged, and for the remainder THIRTY-FIVE HUNDRED ($3500.00) DOLLARS, the said BERTHA BIENER ROSENBLUM HAS EXECUTED AND DELIVERED THIRTY-FIVE (35) PROMISSORY NOTES OF EVEN DATE HEREWITH, EACH IN THE SUM OF $100.00 AND PAYABLE TO THE ORDER OF C.A. BRIDGES, THE FIRST ONE OF SAID NOTES IS DUE OCTOBER 1ST, 1931, AND THE SUCCEEDING NOTES ON THE FIRST DAY OF EACH MONTH THEREAFTER.

SAID BERTHA BIENER ROSENBLUM HAS THE RIGHT AND PRIVILEGE OF PAYING ONE OR MORE OF SAID NOTES IN CONSECUTIVE ORDER BEFORE MATURITY AND SHALL PAY INTEREST ONLY FROM THE DATE OF THE NOTE TO DATE OF PAYMENT THEREOF.

I declare that I am the true and lawful holder of [illegible] secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 2nd day of Dec. 1934.
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

I, C.A. BRIDGES (UNMARRIED)

have this day bargained and sold, and do hereby transfer and convey, unto the said BERTHA BIENER ROSENBLUM TO HER SOLE AND SEPARATE USE, FREE FROM THE DEBTS, CONTRACTS AND MARITAL RIGHTS OF ANY HUSBAND, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

"THE NORTHERLY PART OF LOTS NOS. 1 AND 2 AND THE NORTHERLY PART OF THE EASTERLY PART OF LOT NO. 3 ON THE PLAN OF RADNOR PLACE SUBDIVISION, AS OF RECORD IN BOOK 421, PAG 58, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS: BEGINNING ON THE WESTERLY MARGIN OF THE NOLENSVILLE ROAD AT A POINT 162.15 FEET NORTHERLY FROM THE NORTHERLY MARGIN OF MCCLELLAN AVENUE, BEING THE N.E. CORNER OF PETTIE AND BAKER'S PART OF SAID LOTS; THENCE WITH THE WESTERLY MARGIN OF SAID ROAD NORTHERLY 58.25 FEET, MORE OR LESS, TO THE SOUTHERLY MARGIN OF AN ALLEY; THENCE WITH THE SOUTHERLY MARGIN OF SAID ALLEY WESTERLY 113 FEET, MORE OR LESS, TO THE EASTERLY MARGIN OF A 15 FOOT ALLEY CUT OFF OF THE WEST SIDE OF SAID LOT NO. 3; THENCE WITH THE EASTERLY MARGIN OF THE LAST MENTIONED ALLEY SOUTHERLY 51 FEET, MORE OR LESS, TO THE N.W. CORNER OF SAID PETTIE AND BAKER'S LOT; THENCE THENCE WITH THE NORTHERLY LINE OF SAID LOT EASTERLY 142 FEET, MORE OR LESS, TO THE BEGINNING."

AND BEING THE SAME PROPERTY CONVEYED TO C.A. BRIDGES BY A.C. ROTH AND WIFE, JENNIE ROTH BY DEED RECORDED IN BOOK 689, PAGE 230, R.O.D.C. TENNESSEE, TO WHICH REFERENCE IS HERE MADE.

I declare that I am the true and lawful holder of [illegible] secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 22 day of Dec. 1934.
Attest: [illegible] DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said BERTHA BIENER ROSENBLUM, TO HER SOLE AND SEPARATE USE, FREE FROM THE DEBTS, CONTRACTS AND MARITAL RIGHTS OF ANY HUSBAND, HER 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 unencumbered.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said BERTHA BIENER ROSENBLUM, 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 ME in hand paid I, the said BERTHA BIENER ROSENBLUM

do hereby transfer and convey unto W.E. STEGER, 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.

I, the said BERTHA BIENER ROSENBLUM, 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 $4,000.00 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 BERTHA BIENER ROSENBLUM, 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, 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 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 BERTHA BIENER ROSENBLUM OR HER 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-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor 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 W.E. STEGER 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 C.A. BRIDGED (UNMARRIED) and BERTHA BIENER ROSENBLUM, hereunto set our hands at NASHVILLE, Tennessee, this the 9TH day of SEPTEMBER, 193 1..

C.A. BRIDGES
BERTHA BIENER ROSENBLUM

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E.H. PARKER, a Notary Public in and for said County and State, the within named C.A. BRIDGES (UNMARRIED) AND BERTHA BIENER ROSENBLUM the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY 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 NASHVILLE, Tennessee, this 9TH day of SEPT, 193 1.

My commission expires on the 5 day of ~~SEPT~~ JAN 1932. , ~~XXX~~ . (Seal) E.H. PARKER

Received on the 9 day of SEPT 193 1, AT 2:40 P.M. Notary Public.

FOSTER & PARKER CO., NASHVILLE