NO. 10924 RECORDED NOV. 19, 1931. H. N. ARNSTEIN TO GEO. BUGG, JR. ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $5500.00 FIFTY FIVE HUNDRED DOLLARS of which $500.00 (FIVE HUNDRED) DOLLARS has been paid in cash by GEO. BUGG JR. & WIFE MAMIE BUGG, receipt of which is hereby acknowledged, and for the remainder OF $5000.00 (FIVE THOUSAND) DOLLARS the said GEO. BUGG, JR. & WIFE MAMIE BUGG,

HAVE EXECUTED & DELIVERED TO H. N. ARNSTEIN THEIR 84 LIEN NOTES, DATED MAY 23, 1931, 83 OF WHICH NOTES ARE IN THE SUM OF $30 AND ONE IN THE SUM OF $40, WITH INTEREST ADDED IN THE FACE OF EACH NOTE, MAKING THE FIRST ONE IN THE SUM OF $42.50 & DECREASING 15¢ EACH, MONTHLY THEREAFTER UNTIL ALL ARE PAID. SAID 83 NOTES ARE MADE PAYABLE AS FOLLOWS: THE FIRST ONE IS ON AUGUST 1, 1931, AND ONE ON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID. ONE NOTE(WHICH IS THE LAST ONE) IS IN THE SUM OF $2500.00 DUE 3 YEARS AFTER DATE, & BEARING 6% INTEREST PAYABLE SEMI-ANNUALLY OF WHICH $1500.00 IS A TRUST DEED MADE TO THE AMERICAN BANK & TRUST CO. & CREDITED ON THIS NOTE OF $2500.00, AS OF RECORD IN BOOK 891 PAGE 64, DATED OCT. 1, 1931, WHICH GEO. BUGG, JR. & WIFE MAMIE BUGG, ASSUME & AGREE TO PAY,

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, H. N. ARNSTEIN & WIFE, W. I. ARNSTEIN,

have this day bargained and sold, and do hereby transfer and convey, unto the said GEO. BUGG & WIFE MAMIE BUGG, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 39 ON THE PLAN OF THE SUBDIVISION OF HEFFERNAN PLACE. SAID LOT NO. 39 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF HEFFERNAN ST. AND RUNS BACK 150 FEET MORE OR LESS, TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED BY G. G. KIZER AND WIFE, RUBY KIZER, TO H. N. ARNSTEIN AS OF RECORD IN BOOK 677, PAGE 373, TAXES FOR YEAR 1931 TO BE ASSUMED BY PURCHASER.

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. This ... day of ..., 1934.

Attest: ... DEPUTY REGISTER

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. This 5 day of Dec 1934.

Attest: ... DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GEO. BUGG JR. & WIFE MAMIE BUGG, 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 ABOVE STATED.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said GEO. BUGG JR. & WIFE MAMIE BUGG, 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 ME in hand paid -, the said GEO. BUGG JR. & WIFE, MAMIE BUGG

do hereby transfer and convey unto M. M. MILLER, 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 GEO. BUGG JR. & WIFE MAMIE BUGG, 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 $ 4000.00 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 GEO. BUGG JR. & WIFE MAMIE BUGG, 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 -- 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 representatives or assigns. SAID GEO. BUGG JR. & WIFE MAMIE BUGG,

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 Trustee, shall be vested in said successor. M. M. MILLER

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 GEO. BUGG, JR. AND WIFE MAIMIE BUGG, and H. H. ARNSTEIN & WIFE W. I. ARNSTEIN, hereunto set our hands at NASHVILLE, Tennessee, this the 17 day of NOVEMBER, 193 1.

H. N. ARNSTEIN
W. I. ARNSTEIN
GEO. W. BUGG, JR.
MAMIE BUGG

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRANK GALLOWAY, a Notary Public in and for said County and State, the within named -------

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 VESof the said H. N. ARNSTEIN AND GEO. BUGG, JR.

having appeared before me privately and apart from THEIR husband S, the said W. I. ARNSTEIN & MAMIE BUGG, 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 NASHVILLE, Tennessee, this 14 day of NOVEMBER, 193 1

My commission expires on the 2 day of APRIL, 1933. (Seal) FRANK GALLOWAY N.P.

Received on the 18TH day of NOVEMBER, 193 1 AT 3.36 P.M. Notary Public.

FOSTER & PARKER CO., NASHVILLE