NUMBER 16538 RECORDED MAY 4,1932 RUTH CARTER TO LAWRENCE J. TRIMBLE

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED FIFTY AND NO/100 DOLLARS
XXXXXXX XXDOLLARS has been paid in cash by
LAWRENCE J.TRIMBLE , receipt of which is hereby acknowledged, and for the remainder
XXDOLLARS

the said LAWRENCE J.TRIMBLE HAS EXECUTED HIS 20 PRIMISSORY NOTES OF EVEN DATE HEREWITH FOR $10.00 EACH PAYABLE TO RUTH CARTER. THE FIRST NOTE IS DUE MAY 28,1932 AND ONE OF EACH OF SAID NOTES IS DUE ON THE 28TH OF EACH SUCCEEDING MONTH THEREAFTER AND THE SAID LAWRENCE J. TRIMBLE ASSUMES AND AGREES TO PAY ALL UNPAID NOTES EXECUTED BY RUTH CARTER TO ALBERT ROBERTSON AND SECURED IN DEED RECORDED IN BOOK NO.814, PAGE 257 ,R.O.D.C. TENNESSEE.

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 same in full. This 27th day of June 1932

Attest: John Bagley REGISTER

Ruth Carter

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

RUTH CARTER ,A WIDOW

have this day bargained and sold, and do hereby transfer and convey, unto the said LAWRENCE J.TRIMBLE, HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

PART OF BLOCK 23, ON THE PLAN OF MIDWAY, NOT OF RECORD , AND A PART OF THE RIGHT-OF-WAY OF THE OLD NASHVILLE AND WEST NASHVILLE DUMMY LINE, DESCRIBED TOGETHER AS FOLLOWS: BEGINNING ON THE EASTERLY MARGIN OF 32ND AVENUE. NORTH, FORMERLY INDIA STREET,200 FEET SOUTHERLY FROM THE SOUTHERLY MARGIN OF CENTENNIAL BOULEVARD, RUNNING THENCE SOUTHERLY WITH THE EASTERLY MARGIN OF 32ND AVENUE, NORTH ,50 FEET TO THE NORTHWEST CORNER OF A PART OF SAID LOT CONVEYED BY ALBERT ROBERTSON TO THOMAS B. SMITH, BY DEED IN BOOK 691,PAGE 197 R.O.D.C.TENNESSEE; RUNNING THENCE EASTERLY WITH SMITH'S NORTH LINE 150 FEET TO THE WESTERLY MARGIN OF AN ALLEY;THENCE NORTHERLY AND WITH THE WESTERLY MARGIN OF SAID ALLEY 50 FEET;THENCE WESTERLY AND PARALLEL WITH SMITH'S NORTH LINE 150 FEET TO THE BEGINNING, AND BEING PART OF THE SAME PROPERTY CONVEYED BY DEED FROM W.T. GAITHER TO ALBERT ROBERTSON, AS PER DEED OF RECORD IN BOOK 641, PAGE 79,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 LAWRENCE J. TRIMBLE, HIS , 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 LAWRENCE J. TRIMBLE, HIS 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, Ø , the said LAWRENCE J.TRIMBLE AN UNMARRIED MAN

do hereby transfer and convey unto T.J. MCMORROUGH , 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 LAWRENCE J.TRIMBLE , 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 $ 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.

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 LAWRENCE J.TRIMBLE , 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 LAWRENCE J.TRIMBLE 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 T.J. MCMORROUGH 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 RUTH CARTER and LAWRENCE J.TRIMBLE , hereunto set our hands at NASHVILLE , Tennessee, this the 28 day of APRIL , 193 2.

WITNESS TO SIGNATURE
T.J.MCMORROUGH
J.B. HENDERSON

RUTH HER X MARK CARTER
LAWRENCE J.TRIMBLE

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MRS. J.E. WELLS , a Notary Public in and for said County and State, the within named RUTH CARTER, A WIDOW AND LAWRENCE J.TRIMBLE, AN UNMARRIED MAN 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 28 day of APRIL , 1932.

My commission expires on the 31 day of OCT , 1935. (Seal) MRS. J.E.WELLS

Received on the 2 day of MAY 1932, AT 1:10 P.M. Notary Public.

FOSTER & PARKER CO., NASHVILLE