NO. 20587 RECORDED AUGUST 26, 1932 LAMAR POUND TO CURTIS L. DINWIDDIE, ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THIRTY-FIVE HUNDRED/EIGHT AND 00/100 ($3528.00) DOLLARS
of which ONE AND 00/100 ($1.00) DOLLARS has been paid in cash by
CURTIS L. DINWIDDIE AND WIFE, ANNIE S. DINWIDDIE, receipt of which is hereby acknowledged, and for the remainder
THIRTY-FIVE HUNDRED TWENTY-SEVEN AND 00/100 ($3527.00) DOLLARS
the said CURTIS L. DINWIDDIE AND WIFE, ANNIE S. DINWIDDIE HAVE ASSUMED A NOTE FOR $2500.00 SECURED BY DEEDOF TRUST TO CHAS. F. LOVELL, VICE-PRESIDENT, ETC. TRUSTEE, AND FOR THE REMAINING ONE THOUSAND TWENTY-SEVEN AND 00/100 ($1027.90) DOLLARS THE SADD CURTIS L. DINWIDDIE AND WIFE, ANNIE S. DINWIDDIE HAVEEXECUTED 17 NOTES, ALL DATED FEBRUARY 15, 1932 AND ALL PAYABLE TO THE ORDER OF LAMAR POUND. THE FIRST TWO NOTES ARE IN THE SUM OF $150.00 EACH, THE NEXT FOURTEEN ARE IN THE SUM OF $50.00 EACH AND THE LASTNNOTE IS IN THE SUM OF $27.00. THE FIRST ONE OF SAID NOTES IS DUE MARCH 1, 1932 AND EACH SUCCEEDING NOTE ON ORBEFORE THE 1ST DAY OF EACH MONTH RESPECTIVELY THEREAFTER

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

LAMAR POUND, A WIDOWER

have this day bargained and sold, and do hereby transfer and convey, unto the said CURTIS L. DINWIDDIE AND WIFE, ANNIE S. DINWIDDIE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT 39 IN F. O. BEAZLEY'S SUBDIVISION OF BLOCK "G" IN THE SUBDIVISION OF THE DOUGLAS PLACE, A PLAN OF WHICH IS RECORDED IN BOOK 2, PAGE 66, CHANCERY COURT AT NASHVILLE.

SAID LOT 39 FRONTS 50 FEET ON THE NORTH SIDE OF GROVE AVENUE AND RUNSBACK BETWEEN PARALLEL LINES AND WITH THE EAST MARGIN OFTWELFTH STREET, 170 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO LAMAR POUND BY DEED FROM KATE WEBSTER SANDERS AND HUSBAND, CHARLES SANDERS, BY DEED OF RECORD IN BOOK 367, PAGE 408, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENN. ALSO BEING THE SAME PROPERTY CONVEYED TO LAMAR POUND BY DEED FROM FRANK R. BLAIR, TRUSTEE, OF RECORD IN BOOK 874, PAGE 635, R.O.O.C.TENNESSEE.

THE PURCHASERS ASSUME THE TAXES FOR 1932

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CURTIS L. DINWIDDIE AND WIFE, ANNIE S. DINWIDDIE, THEIR 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. EXCEPT AS TO A NOTE FOR $2500.00 AND 1932 TAXES WHICH THE PURCHASERS ASSUME.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said CURTIS L. DINWIDDIE AND WIFE, ANNIE S. DINWIDDIE 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 CURTIS L. DINWIDDIE AND WIFE, ANNIE S. DINWIDDIE do hereby transfer and convey unto CHAS. F. LOVELL, 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.

Received for record, and hereby acknowledged the satisfaction thereof and discharge of the lien to secure the same in full. This ... day of ..., 1933.
Attest: ... DEPUTY REGISTER

I do solemnly swear that I am the true and lawful holder of the claim secured by the instrument within mentioned.

WE, the said CURTIS L. DINWIDDIE AND WIFE, ANNIE S. DINWIDDIE, 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 $ 3500.00 / PAYABLE TO CHAS. F. LOVELL VICE-PRESIDENT, ETC. TRUSTEE; (2) CHAS. F. LOVELL, TRUSTEE, 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 agree 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 CURTIS L. DINWIDDIE AND WIFE, ANNIE S. DINWIDDIE, 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 CURTIS L. DINWIDDIE AND WIFE, ANNIE S. DINWIDDIE THEIR 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 CHAS.F. LOVELL 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 LAMAR POUND

and CURTIS L. DINWIDDIE AND WIFE, ANNIE S. DINWIDDIE, hereunto set our hands at NASHVILLE, Tennessee, this the 15TH day of FEBRUARY, 193 2..

LAMAR POUND
CURTIS L. DINWIDDIE
ANNIE S. DINWIDDIE

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LITTELL RUST, a Notary Public in and for said County and State, the within named LAMAR POUND, WIDOWER, AND CURTIS L. DINWIDDIE AND WIFE, ANNIE S. DINWIDDIE the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ANNIE S. DINWIDDIE, WIFE of the said CURTIS L. DINWIDDIE having appeared before me privately and apart from HER husband, the said ANNIE S. DINWIDDIE, 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 15TH day of FEBRUARY, 193 2

My commission expires OCT. 25, 1932.

(Seal) LITTELL RUST

Notary Public.

RECEIVED AUGUST 25, 1932 AT 1:35 P. M.

90795 MARSHALL & BRUCE CO. NASHVILLE