NO. 26061 RECORDED FEB. 21, 1933 NASHVILLE & AM. TR. CO. TO R. M. SANDERS ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($2,000.00) TWO THOUSAND AND NO/100 DOLLARS of which TWO HUNDRED AND NO/100 ($200.00) DOLLARS has been paid in cash by R. M. SANDERS AND WIFE, SALETA H. SANDERS, receipt of which is hereby acknowledged, and for the remainder ($1,800.00) ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS the said R. M. SANDERS AND WIFE, SALETA H. SANDERS HAVE EXECUTED THEIR NOTE FOR $600.00, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF NASHVILLE AND AMERICAN TRUST COMPANY, AND DUE MARCH 1, 1938 WITH INTEREST AT THE RATE OF SIX PERCENT PER ANNUM, PAYABLE SEMI-ANNUALLY, AND SECURED BY A DEED OF TRUST TO E. E. MURREY, TRUSTEE, WHICH IS HEREBY DECLARED TO BE A FIRST AND PRIOR LIEN ON THE LAND HEREIN CONVEYED; AND HAVE EXECUTED THEIR 60 PROMISSORY LIEN NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF NASHVILLE AND AMERICAN TRUST COMPANY IN THE AMOUNT OF $20.00 EACH. ALL OF SAID NOTES BEARING INTEREST AT THE RATE OF SIX PERCENT PER ANNUM, INTEREST HAVING BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE, MAKING THE FIRST NOTE IN THE AMOUNT OF $26.00, AND EACH SUCCEEDING NOTE DECREASING 10¢ UNTIL ALL OF SAID 60 PROMISSORY LIEN NOTES ARE PAID, THE LAST OR 60TH. NOTE IS IN THE AMOUNT OF $20.10. THE FIRST ONE OF SAID NOTES IS DUE ON OR BEFOREMARCH 18, 1933, AND THE OTHERS, DUE RESPECTIVELY, ON OR BEFORE THE 18TH. DAY OF EACH CONSECUTIVE MONTH THEREAFTER UNTIL ALL OF SAID 60 PROMISSORY LIEN NOTES ARE PAID, AND WHICH SERIES OF 60/NOTES ARE AND SHALL BE SECONDARY TO SAID $600.00 PROMISSORY lien NOTE ABOVE MENTIONED, OR ANY RENEWAL OR EXTENSION THEREOF. A LIEN IS EXPRESSLY RETAINED ON THE PREMISES CONVEYED TO SECURE SAID DEFERRED PAYMENTSOF PURCHASE MONEY AND INTEREST THEREON UNTIL PAID IN FULL.

I declare that I am the true and lawful holder of Note # 1 to 60 - Inclusive secured by the instrument with in recorded, and hereby acknowledge the satisfaction thereof and discharge the lien to secure the same. This 23 day of Feby 1935

Attest: J. E. Ramsey DEPUTY REGISTER

NASHVILLE TRUST CO.
By E. E. Murrey

all of said 60-$20.00 notes bearing six per cent interest from date OR MATURITY 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 NASHVILLE AND AMERICAN TRUST COMPANY A CORPORATION CHARTERED UNDER THE LAWS OF THE STATE OF TENNESSEE, WITH ITS PRINCIPAL OFFICE AND PLACE OF BUSINESS IN NASHVILLE, TENNESSEE. have this day bargained and sold, and do hereby transfer and convey, unto the said R. M. SANDERS AND WIFE, SALETA H. SANDERS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 50 ON THE PLAN OF AIRDRIE SUBDIVISION "B", PROPERTY OF D. C. BUELL, AS OF RECORD IN BOOK 547, PAGE 32, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID NOT NO. 50 FRONTS 50 FEET ON THE WESTERLY SIDE OF KINROSS AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 168 FEET TO AN ALLEY, AND IS BOUNDED ON THE NORTH BY WHAT WAS SUNRISE AVENUE, WHICH HAS BEEN CLOSED, AND SAID LOT 50 IS NOW BOUNDED ON THE NORTH BY LOT 69 ON THE PLAT OF A RE-SUBDIVISION OF A PART OF AIRDRIE SUBDIVISION "B" AS OF RECORD IN BOOK 547, PAGE 34, SAID REGISTER'S OFFICE.

BEING THE SAME PROPERTY CONVEYED TO NASHVILLE AND AMERICAN TRUST COMPANY, BY DEED FROM CHARLES NELSON, SUBSTITUTE TRUSTEE, OF RECORD IN BOOK 904, PAGE 156, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TAXES FOR THE YEAR 1933 ON THE ABOVE DESCRIBED PROPERTY, PRO RATED AS OF EVEN DATE HEREWITH, AND ASSUMED BY THE GRANTEES.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said R. M. SANDERS AND WIFE, SALETA H. SANDERS, THEIR heirs and assigns, forever, NASHVILLE AND AMERICAN TRUST COMPANY, A CORPORATION AS AFORESAID covenants that IT IS 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 SET OUT HEREIN.

NASHVILLE AND AMERICAN TRUST COMPANY, A CORPORATION AS AFORESAID, further covenants and binds ITSELF, ITS SUCCESSORS heirs and representatives, to warrant and forever defend the title to said real estate to said R. M. SANDERS AND WIFE, SALETA H. SANDERS 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 R. M. SANDERS AND WIFE, SALETA H. SANDERS do hereby transfer and convey unto E. E. MURREY, 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 R. M. SANDERS AND WIFE, SALETA H. SANDERS, 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 $ 1,800.00 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 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 R. M. SANDERS AND WIFE, SALETA H. SANDERS, 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 THREE 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 THREE 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 R. M. SANDERS AND WIFE, SALETA H. SANDERS. 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 E. E. MURREY, 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 NASHVILLE AND AMERICAN TRUST COMPANY, A CORPORATION AS AFORESAID, HAS CAUSED ITS CORPORATE NAME TO BE HEREUNTO SUBSCRIBED BY W. W. MCNEILLY, ITS VICE-PRESIDENT, AND ITS CORPORATE SEAL TO BE AFFIXED HEREUNTO BY K. H. DODSON, ITS SECRETARY, AND WE THE SAID R. M. SANDERS AND WIFE, SALETA H. SANDERS, hereunto set our hands at NASHVILLE, Tennessee, this the 18TH day of FEBRUARY, 1933.

(SEAL) NASHVILLE AND AMERICAN TRUST COMPANY
BY W. W. MCNEILLY
VICE-PRESIDENT

ATTEST:
K. H. DODSON SECRETARY

R. M. SANDERS
SALETA H. SANDERS

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RUTH FOSTER, a Notary Public in and for said County and State, the within named R. M. SANDERS AND WIFE SALETA H. SANDERS the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And SALETA H. SANDERS, wife of the said R. M. SANDERS having appeared before me privately and apart from HER husband, the said SALETA H. SANDERS, 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 18TH day of FEBRUARY, 1933

My commission expires OCTOBER 15, 1935.

(Seal) RUTH FOSTER
Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BEFORE ME RUTH FOSTER, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED W. W. MCNEILLY, AND K. H. DODSON, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED THEMSELVES, TOBE THE VICE-PRESIDENT AND SECRETARY, RESPECTIVELY, OF THE NASHVILLE AND AMERIC N TRUST COMPANY, THE BA RGAINOR, A CORPORATION, AND THAT THEY AS SUCH VICE-PRE SIDENT AND SECRETARY, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY THE SAID W. W. MCNEILLY SIGNING THE NAME OF THE CORPORATION BY HIMSELF, AS VICE-PRESIDENT, AND THE SAID K. H. DODSON, ATTESTING THE SAME AS SECRETARY, AND AFFIXING THERETO THE CORPORATE SEAL OF SAID NASHVILLE AND AMERICAN TRUST COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 18TH DAY OF FEBRUARY, 1933

MY COMMISSION EXPIRES OCT. 15, 1935.

(SEAL) RUTH FOSTER
NOTARY PUBLIC

U.S.R.S. $2.00
RECEIVED FEBRUARY 20, 1933 AT 11:17 A. M.