NUMBER 27164 RECORDED PARIL 3,1933 MORRIS RICH, ET ALS TO J.H. HILL

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED & NO/100 DOLLARS
of which TWENTY FIVE & NO/100 DOLLARS has been paid in cash by
JOHN H.HILL , receipt of which is hereby acknowledged, and for the remainder
WHICH IS FOUR BUNDRED AND SEVENTY FIVE & NO/100- DOLLARS
the said JOHN H.HILL HAS EXECUTED HIS 48 PROMISSORY NOTES, THE FIRST BEING FOR $12.35 AND EACH OF THE 46 SUBSEQUENT NOTES BEING RESPECTIVELY AND SUCCESSIVELY FOR THE SUM OF 5 CENTS LESS THAN EACH PRECEDING NOTES, DUE THE MONTH BEFORE AS HEREINAFTER STATED. THE EAST NOTE IS FOR THE AMOUNT OF $5.00 AND IS DUE 48 MONTHS AFTER DATE. ALL OF SAID NOTES ARE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF STELLA RICH. THE FIRST ONE OF SAID NOTES FALLS DUE ONE MONTH FROM DATE AND THE OTHERS RESPECTIVELY AND SUCCESSIVELY ON EAC.. SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID.

MATURITY

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed WE, B. RICH AND STELLA RICH EXECUTORS OF THE WILL OF WM. RICH, DECEASED AND B. RICH AND STELLA RICH INDIVIDUALLY AND HERMAN RICH, STANLEY RICH, THERESA BREYER, JOE RICH, CELIA RICH, AMY RICH, MORRICE RICH have this day bargained and sold, and do hereby transfer and convey, unto the said

~~- heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: -~~

CARRIE RICH AND J. BREYER HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID JOHN H.HILL, HIS HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS: BEING THE EASTERLY HALF OF LOT #19 IN JOHN LUMSDEN'S THIRD ADDITION TO NASHVILLE, TENN. SAID PLAN IS OF RECORD IN BOOK 57, PAGE 106, IN THE REGISTER'S OFFICE OF SAID DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE. SAID LOT FRONTS 35 FEET ON THE NORTHERN SIDE OF MILL ST. AND EXTENDS BACK BETWEEN PARALLEL LINES 140 FEET TO AN ALLEY IN THE REAR. SAID LOT BEING PART OF THE SAME PROPERTY CONVEYED TO WM. RICH BY DEED RECORDED IN BOOK 466, PAGE 102, IN SAID REGISTERS OFFICE TO WHICH REFERE CE IS HEREBY MADE. THIS PROPERTY IS KNOWN AS #30 MILL ST.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN H.HILL 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN H.HILL 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 ME, the said JOHN H. HILL do hereby transfer and convey unto R.M. MILLS, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby authorize the Register to enter the same in full. This ... day of ..., 1933.

Attest: ... DEPUTY REGISTER

I, the said JOHN H.HILL, 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 $ 300.00 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 said notes, as his interest may appear.

I 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 ~~XXX~~ 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 therein, the same to bear interest from the date of such payment.

Now, if I, the said JOHN H.HILL, 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, IF 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 the 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 the 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 JOHN H.HILL 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 of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing, to be recorded in the Register's Office for DAVIDSON County, Tennessee, and the title herein conveyed to STELLA RICH 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 or settlement in relation to his trusteeship.

In Witness Whereof, We, the said HEIRS OF WM. RICH and JOHN H.HILL, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of JULY 1921. XXX.

B.RICH (EXECUTORS OF THE ESTATE OF WM.RICH) THERESA BREYER STANLEY RICH
STELLA RICH MORRICE RICH HERMAN RICH
CELIA RICH JOE RICH
B.RICH, STELLA RICH AMY RICH
J.BREYER JOHN H.HILL CARRIE RICH

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, DAVID L. MORSE, a Notary Public in and for said County and State, the within named B.RICH & STELLA RICH, EXECUTORS, B. RICH STELLA RICH J.BREYER, THERESA BREYER MORRICE RICH, CELIA RICH, AMY RICH, CARRIE RICH, STANLEY RICH, HERMAN RICH & JOE RICH the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And THERESA BREYER, WIFE of the said J.BREYER having appeared before me privately and apart from HER husband, the said J.BREYER, 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 24 day of OCT 1921. XXX

My commission expires COM.EXPIRES JAN 1,1924

(Seal) DAVID S. MORSE
Notary Public.

U.S.R.S. $.50

REC'D MCH 31, 1933 AT 3:40 P.M.

95833 MARSHALL & BRUCE CO. NASHVILLE