NUMBER 27353 RECORDED APRIL 7, 1933. GILMORE-CLUNAN CO. TO MARY FLIPPIN.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND ($1000.00) DOLLARS
of which FIFTY ($50.00) DOLLARS has been paid in cash by
MARY FLIPPIN , receipt of which is hereby acknowledged, and for the remainder
NINE HUNDRED & FIFTY ($950.00) DOLLARS
the said MARY FLIPPIN

HAS EXECUTED SEVENTY-SIX MONTHLY PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF GILMORE-CLUNAN COMPANY, ONE ON THE FIRST OF MAY 1933, AND ONE ON THE FIRST OF EACH SUCCESSIVE MONTHS THEREAFTER UNTIL AUGUST 1ST, 1939, WHEN THE LAST NOTE IS DUE. THE FIRST ONE OF SAID NOTES IS FOR THE SUM OF $17.25 AND EACH SUCCESSIVE NOTE THEREAFTER IS FOR AN AMOUNT .06¢ OR .07¢ LESS THAN THE PRECEEDING ONE, THE LAST NOTE BEING FOR $12.57. THESE NOTES DO NOT BEAR INTEREST IF PAID WHEN DUE AS INTEREST TO MATURITY IS COMPUTED AND ADDED IN THE FACE OF EACH NOTE,

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 GILMORE-CLUNAN COMPANY, A CORPORATION HAS
~~XXXX~~ this day bargained and sold, and do hereby transfer and convey, unto the said
MARY FLIPPIN, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF LOT 183 IN THE JUDGE JOHN MCNAIRY MANSION HOUSE TRACT, A PLAN OF WHICH IS OF RECORD ON THE FRONT FLY LEAF OF BOOK 9, R.O.D.C. TENN., DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTHERLY MARGIN OF JACKSON STREET, 131 FEET WESTERLY FROM THE WESTERLY MARGIN OF 9TH AVE. NORTH, FORMERLY MCLEMORE ST., BEING THE S. W. CORNER OF PART OF SAID LOT CONVEYED BY ANDREW TURNER HARMAN AND WIFE, TO JOHN HALL AND WIFE, BY DEED OF RECORD IN BOOK 458, PAGE 749, SAID REGISTER'S OFFICE; THENCE WITH THE NORTHERLY MARGIN OF JACKSON STREET, W. 32½ FEET; THENCE AT RIGHT ANGLES, NORTHERLY ABOUT 129 FEET TO THE SOUTHERLY MARGIN OF A PROPOSED ALLEY; THENCE WITH THE SOUTHERLY MARGIN OF SAID PROPOSED ALLEY, EASTERLY 32½ FEET TO SAID HALL'S N. W. CORNER; THENCE WITH HIS WESTERLY LINE, SOUTHERLY ABOUT 129 FEET TO THE BEGINNING, AND BEING THE SAME PROPERTY CONVEYED TO GILMORE-CLUNAN COMPANY BY DEED FROM MARTIN GILMORE, TRUSTEE, DATED JANUARY 5TH, 1933 AND RECORDED IN BOOK NO. 921, PAGE 56, R.O.D.C. TENN.

I certify 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 in full. This 7th day of April 1933
Attest: Clerk Glenn
DEPUTY REGISTER
by Clerk Glenn

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MARY FLIPPIN, HER heirs and assigns, forever, IT covenant 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.

IT further covenant and bind ITSELF, ITS SUCCESSORS ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said MARY FLIPPIN, HER 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 MARY FLIPPIN AND HUSBAND, ROBERT FLIPPIN,

do hereby transfer and convey unto LUCILLE LEHMANN , Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE , the said MARY FLIPPIN AND HUSBAND ROBERT FLIPPIN , 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 $ 1000.00 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.

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

Now, if WE , the said MARY FLIPPIN AND HUSBAND ROBERT FLIPPINS , 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, IF 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 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. 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 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 MARY FLIPPIN, HER 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 LUCILLE LEHMANN 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 GILMORE-CLUNAN COMPANY

and MARY FLIPPIN AND HUSBAND, ROBERT FLIPPIN , hereunto set our hands at NASHVILLE , Tennessee, this the 1ST day of APRIL, , 193 3..

GILMORE CLUNAN CO.
BY MARTIN GILMORE, PRESIDENT.
MARY FLIPPIN
ROBERT FLIPPIN

ATTEST;
H. M. CLUNAN, SECY.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, VERTRICE TAYLOR , a Notary Public in and for said County and State, the within named ROBERT FLIPPIN AND WIFE, MARY FLIPPIN, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARY FLIPPIN, WIFE of the said ROBERT FLIPPIN having appeared before me privately and apart from HER husband , the said MARY FLIPPIN , 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 1ST day of APRIL , 193 3.

My commission expires JULY 10, 1934. (Seal) VERTRICE TAYLOR
Notary Public.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

BEFORE ME, VERTRICE TAYLOR, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, PERSONALLY APPEARED MARTIN GILMORE WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH, ACKNOWLEDGED HIMSELF TO BE THE PRESIDENT OF GILMORE-CLUNAN COMPANY, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH PRESIDENT BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS PRESIDENT.

AND ALSO PERSONALLY APPEARED H. M. CLUNAN WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED HIMSELF TO BE SECRETARY OF THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH SECRETARY ATTESTED THE SAME AS SUCH OFFICER OF SAID CORPORATION, BUT THE CORPORATION HAVING NO SEAL, NONE IS ATTACHED.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 1ST DAY OF APRIL, 1933.

(SEAL) VERTRICE TAYLOR, NOTARY PUBLIC.

MY COM. EXP. JULY 10TH, 1934.

U.S.R.S. $1.00.

95833 MARSHALL & BRUCE CO. NASHVILLE

RECEIVED APRIL 7, 1933, AT 9:30 A.M.