NUMBER 30410 RECORDED JULY 10, 1933. ROGERS CALDWELL & CO. TO MRS. ETTA GROSS

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FORTY -ONE HUNDRED & NO/100 ($4,100.00) DOLLARS
of which ONE THOUSAND TWENTY-FIVE & NO/100 ($1,025.00) DOLLARS has been paid in cash by
MRS. ETTA GROSS, A WIDOW, receipt of which is hereby acknowledged, and for the remainder
THREE THOUSAND SEVENTY-FIVE & NO/100 ($3,075.00) DOLLARS
the said MRS. ETTA GROSS HAS
EXECUTED HER THREE LIEN PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF
ROGERS CALDWELL & COMPANY, EACH IN THE SUM OF $1,025.00, DUE ON OR BEFORE SIX, TWELVE
AND EIGHTEEN MONTHS AFTER DATE,

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, ROGERS CALDWELL & COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF TENNESSEE have this day bargained and sold, and do hereby transfer and convey, unto the said MRS. ETTA GROSS, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LOTS NO. 1 TO 4 ON THE MAP OF IRVINGTON, AS OF RECORD IN BOOK 843, PAGE 60, R.O.D.C. TENNESSEE. SAID LOTS NOS. 1 TO 4 FRONT TOGETHER 100 FEET ON THE WESTERLY SIDE OF THE GALLATIN ROAD AND RUN BACK BETWEEN PARALLEL LINES WITH THE NORTHERLY MARGIN OF WEST CAHAL AVENUE 100 FEET TO A 20 FOOT EASEMENT IN THE REAR, ON WHICH THEY MEASURE TOGETHER 100 FEET. BEING PART OF THE SAME PROPERTY CONVEYED TO SAID ROGERS CALDWELL & COMPANY BY DEED OF HOWARD ESKRIDGE AND WIFE, OF RECORD IN BOOK 911, PAGE 579, R.O.D.C., TENNESSEE.

THE ABOVE PROPERTY CONVEYED SUBJECT TO LIMITATIONS, CONDITIONS AND RESTRICTIONS AS SET OUT BY AN INSTRUMENT OF RECORD IN BOOK 918, PAGE 500, R.O.D.C. TENNESSEE.

I declare that I am the true and lawful holder of the within secured by the instrument within recorded, and hereby acknowledge the same in full discharge of the lien to secure This 29 day of July 1933.
JEROME REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS. ETTA GROSS, HER 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 SUCCESSORS -heirs and representatives, to warrant and forever defend the title to said real estate to said MRS. ETTA GROSS, A WIDOW, 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 ME in hand paid I, the said MRS. ETTA GROSS, A WIDOW,

do hereby transfer and convey unto W. H. CRISWELL, 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, the said MRS. ETTA GROSS, A WIDOW, 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 $ ----- 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 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 therein, the same to bear interest from the date of such payment.

Now, if I, the said MRS. ETTA GROSS, A WIDOW, 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 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 MRS. ETTA GROSS, A WIDOW, 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 W. H. CRISWELL 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 ROGERS CALDWELL & COMPANY, A CORPORATION and MRS. ETTA GROSS, A WIDOW, hereunto set our hands at NASHVILLE, Tennessee, this the 8 day of JULY, 1933.

(SEAL) ROGERS CALDWELL & COMPANY
BY ROGERS CALDWELL, PRESIDENT.

ATTEST:
E. A. GOODLOE,
TREASURER.

MRS. ETTA GROSS.

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 MRS. ETTA GROSS, A WIDOW, the bargainor, with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

And , 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 7TH day of JULY, 1933.

My commission expires 10/936.

(Seal) LITTELL RUST
Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON.

BEFORE ME, JOSEPH A. TAYLOR, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID PERSONALLY APPEARED ROGERS CALDWELL AND E. A. GOODLOE WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO, UPON OATH, ACKNOWLEDGE THEMSELVES TO BE PRESIDEN_ AND TREASURER, RESPECTIVELY, OF ROGERS CALDWELL & CO., THE WITHIN NAMED BARGAINOR, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, AND THAT THEY AS SUCH PRESIDENT AND TREASURER, RESPECTIVELY, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY THE SAID ROGERS CALDWELL SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS PRESIDENT AND BY E. A. GOODLOE ATTESTING THE SAME AS TREASURER AND AFFIXING THE CORPORATE SEAL OF SAID CORPORATION THEREON.

WITNESS MY HAND AND SEAL, AT OFFICE, IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, THIS 8TH DAY OF JULY, 1933.

(SEAL) JOSEPH A. TAYLOR,
NOTARY PUBLIC.

MY COM. EXP.: 1/4/37.

95833 MARSHALL & BRUCE CO. NASHVILLE

U.S.R.S. $4.50.

RECEIVED JULY 8, 1933, AT 11:50 A.M.