NUMBER 32516 RECORDED SEPT. 12, 1933. NASH. TR. CO, ADMR. C. T. A. TO J. W. RUSSELL ET UX.

INSTALLMENT DEED

NO/100

FOR AND IN CONSIDERATION of the sum of ($1,950.00) ONE THOUSAND, NINE HUNDRED FIFTY AND/ DOLLARS
of which SIX HUNDRED AND NO/100 DOLLARS has been paid in cash by
J. W. RUSSELL AND WIFE, BASSIE RUSSELL , receipt of which is hereby acknowledged, and for the remainder
($1,350.00) ONE THOUSAND, THREE HUNDRED FIFTY AND NO/100 DOLLARS
the said J. W. RUSSELL AND WIFE, BASSIE RUSSELL

HAVE ASSUMED AN INDEBTEDNESS OF $800.00, SECURED BY A DEED OF TRUST MADE BY H. G. STILWELL AND WIFE, TO CHAS. F. LOVELL, TRUSTEE, OF RECORD IN BOOK 807, PAGE 359, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, WHICH IS ASSUMED AS OF THE DATE HEREOF, AND FOR THE BALANCE OF $550.00, THE SAID J. W. RUSSELL AND WIFE, BASSIE RUSSELL, HAVE EXECUTED THEIR TWENTY-TWO (22) PROMISSORY LIEN NOTES, OF EVEN DATE HERWITH, IN THE AMOUNT OF $25.00 EACH. 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 $27.75, AND EACH SUCCEEDING NOTE DECREASING 12¢ AND 13¢ ALTERNATELY, UNTIL ALL OF SAID 22 PROMISSORY LIEN NOTES ARE PAID; THE LAST NOTE OF SAID SERIES OF 22-$25.00 NOTES BEING IN THE AMOUNT OF $25.12. THE FIRST ONE OF SAID NOTES IS DUE ON OR BEFORE OCTOBER 8TH., 1933, AND THE OTHERS, DUE RESPECTIVELY ON OR BEFORE THE 8TH. DAY OF EACH CONSECUTIVE MONTH THEREAFTER UNTIL ALL OF SAID 22 PROMISSORY LIEN NOTES ARE PAID. A LIEN IS EXPRESSLY RETAINED ON THE OROPERTY HEREIN CONVEYED TO SECURE SAID DEFERRED PAYMENTS OF PURCHASE MONEY AND INTEREST THEREON UNTIL PAID IN FULL.

Released by the within and lawful holder of the within instrument and hereby acknowledges the satisfaction thereof and discharge of the lien thereof. This ...7... day of ...Sept... 1934.
Attest: J. W. Baker
NASHVILLE TRUST CO.
By C. T. Fleming

22-$25.00 OF 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's fees, a lien is expressly retained on the land herein conveyed. NASHVILLE TRUST COMPANY, ADMINISTRATOR, C. T. A. UNDER THE WILL OF H. G. STILWELL, DECEASED, OF RECORD IN WILL BOOK 50, PAGE 110, COUNTY COURT FOR DAVIDSON COUNTY, TENNESSEE, AND BY VIRTUE OF THE POWER AND AUTHORITY VESTED IN IT AS ADMINISTRATOR, C. T. A. have this day bargained and sold, and do hereby transfer and convey, unto the said J. W. RUSSELL AND WIFE, BASSIE RUSSELL, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE WESTERLY HALF OF LOT NO. 20 ON THE PLAN OF W. H. BYRONEMUS' ADDITION, AS OF RECORD IN BOOK 161, PAGE 174, REGISTER'S OFFICE FOR SAID COUNTY.

SAID WESTERLY HALF OF LOT NO. 20 FRONTS 50 FEET ON THE NORTHERLY SIDE OF BAILEY AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 168 FEET TO AN ALLEY.

FOR SOURCE OF TITLE REFERENCE IS HERE MADE TO THE WILL OF H. G. STILWELL, OF RECORD IN WILL BOOK 50, PAGE 110, COUNTY COURT FOR DAVIDSON COUNTY, TENNESSEE.

TAXES FOR THE YEAR 1933 ON THE HEREIN DESCRIBED PROPERTY, PRO RATED AS OF EVEN DATE HEREWITH, BY AND BETWEEN THE GRANTORS AND GRANTEES, 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 J. W. RUSSELL AND WIFE, BASSIE RUSSELL, THEIR heirs and assigns, forever, IT 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.

IT further covenants and binds ITSELF, ITS SUCCESSORS heirs and representatives, to warrant and forever defend the title to said real estate to said J. W. RUSSELL AND WIFE, BASSIE RUSSELL, THEIR heirs and assigns, against the lawful claims of all persons, BUT IT CONVEYS AND WARRANTS AS SUCH ADMINISTRATOR, C. T. A. AND NOT OTHERWISE,

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 J. W. RUSSELL AND WIFE BASSIE RUSSELL

do hereby transfer and convey unto CHAS. NELSON, 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 J. W. RUSSELL AND WIFE, BASSIE RUSSELL, 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 $ 1,350.00 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 J. W. RUSSELL AND WIFE, BASSIE RUSSELL, 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 THREE 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 THREE 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 J. W. RUSSELL AND WIFE, BASSIE RUSSELL, 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 an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to CHAS. NELSON, 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, THE SAID NASHVILLE TRUST COMPANY, ADMINISTRATOR C. T. A. OF THE ESTATE OF H. G. STILWELL, DECEASED, HAS CAUSED ITS CORPORATE NAME TO BE SIGNED HERETO AND ITS CORPORATE SEAL TO BE AFFIXED AND ATTESTED BY ITS OFFICERS THERETO DULY AUTHORIZED, and J. W. RUSSELL AND WIFE, BASSIE RUSSELL, hereunto set our hands at NASHVILLE, Tennessee, this the 8TH day of SEPTEMBER, 193 3..

(SEAL) NASHVILLE TRUST COMPANY, ADMINISTRATOR
C. T. A. OF THE ESTATE OF H. G. STILWELL, DECEASED.
BY CHAS. NELSON, VICE-PRESIDENT.

ATTEST:
W. W. MCNEILLY, SECRETARY.

J. W. RUSSELL
BASSIE RUSSELL

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 J. W. RUSSELL AND WIFE, BASSIE RUSSELL, the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And BASSIE RUSSELL, WIFE of the said J. W. RUSSELL having appeared before me privately and apart from HER husband, the said BASSIE RUSSELL, 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 8TH day of SEPTEMBER, 198-

My commission expires OCT. 15, 1935. (Seal) RUTH FOSTER
Notary Public.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

PERSONALLY APPEARED BEFORE ME, RUTH FOSTER, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, CHAS. NELSON, AND W. W. MCNEILLY, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH, ACKNOWLEDGED THEMSELVES TO BE THE VICE-PRESIDENT AND SECRETARY, RESPECTIVELY, OF THE NASHVILLE TRUST COMPANY, THE BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH VICE-PRESIDENT AND SECRETARY, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF SAID CORPORATION, AS ADMINISTRATOR C. T. A. UNDER THE WILL OF H. G. STILWELL, DECEASED, FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION AS SUCH ADMINISTRATOR, C. T. A. BY THE SAID CHAS. NELSON, AS SUCH VICE-PRESIDENT, AND BY AFFIXING ITS CORPORATE SEAL AND ATTESTING SAME BY THE SAID W. W. MCNEILLY, AS SUCH SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 8TH DAY OF SEPTEMBER, 1933.

(SEAL) RUTH FOSTER,

MY COM. EXP. OCT. 15, 1935.

U.S.R.S. $1.50.

RECEIVED SEPT. 11, 1933, AT 9:25 A.M.

1396 MARSHALL & BRUCE CO. NASHVILLE