253 NUMBER 35686 RECORDED DEC. 16TH, 1933 D. H. ENSLEY ET UX, TO FLORENCE ESTELLA WRAY

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($200.00) TWO HUNDRED AND NO/100 ..... DOLLARS
of which FIFTY ($50.00) AND NO/100 DOLLARS has been paid in cash by
GRANTEE FLORENCE ESTELLA WRAY , receipt of which is hereby acknowledged, and for the remainder
OF ONE HUNDRED FIFTY ($150.00) AND NO/100 DOLLARS
the said GRANTEE FLORENCE ESTELLA WRAY AND HUSBAND OWEN B. WRAY HAVE EXECUTED THEIR FIVE (5) PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF D. H. ENSLEY AND WIFE ELIZABETH ENSLEY, FOR THE PRINCIPAL SUM OF THIRTY (-30.00) DOLLARS EACH AND DUE AT 3,6.9. 12, AND 15 MONTHS RESPECTIVELY AFTER DATE.

I declare 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 ... day of ....., 1936

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 WE. D. H. ENSLEY AND WIFE ELIZABETH ENSLEY have this day bargained and sold, and do hereby transfer and convey, unto the said FLORENCE ESTELLA WRAY HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOTS NOS. 28 AND 29 OF BLOCK "F" ON THE MAP OF FOREST PARK SUBDIVISION AS OF RECORD IN BOOK 843, PAGE 44, REGISTER'S OFFICE DAVIDSON COUNTY, TENNESSEE, SAID LOTS NOS. 28 AND 29 FRONT FIFTY (50) FEET EACH ON THE NORTHERLY SIDE OF ELM STREET , AND RUN BACK BETWEEN PARALLEL LINES WITH THE WESTERLY MARGIN OF 3RD AVENUE , ONE HUNDRED FIFTY (150) FEET TO A DEAD LINE, AND BEING A PART OF THE SAME PRIPERTY WHICH WAS CONVEYED,TO GRANTORS HEREIN BY DEED FROM A. J. LINX, TRUSTEE, RECORDED IN BOOK NO. 896, PAGE 393, R.O.D.C. TENNESSEE (ALSO SEE POLICY NO. 19358 ISSUED TO SAID ENSLEY ET UX, BY THE GUARANTY TITLE TRUST CO., NASHVILLE, TENN6 DATED JUNE 7, 1932.
I, OLLIE PETRE JOIN HEREIN SOLEY FOR THE PURPOSE OF RELEASING THE LIEN OF SAIDEED OF TRUST RECORDED IN BOOK NO. 890 PAGE 337, R.O.D.C. TENN. IN SO FAR AS THE SAID ABOVE DESCRIBED LOTS NOS. 28 AND 29 ARE CONCERNED, BUT NO FURTHER OR OTHERWISE; I REPRESENT THAT I AM THE TRUE AND LAWFUL OWNER AND HOLDER OF THE DEBT SECURED BY SAID DEED OF TRUST.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FLORENCE ESTELLA WRAY 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 heirs and representatives, to warrant and forever defend the title to said real estate to said FLORENCE ESTELLA WRAY 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 endorcement 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 FLORENCE ESTELLA WRAY AND HUSBAND OWEN B. WRAY BOTH OF LAWFUL AGE AND SUI JURIS do hereby transfer and convey unto OLLIE PETRE, , 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 FLORENCE ESTELLA WRAY AND HUSBAND , 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.

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 FLORENCE ESTELLA WRAY AND HUSBAND , 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, 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 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 FLORENCE ESTELLA WRAY 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 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 OLLIE PETRE, 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 D. H. ENSLEY AND WIFE ELIZABETH ENSLEY AND FLORENCE ESTELLA WRAY AND HUSBAND OWEN B. WRAY AND OLLIE PETRE

-and- , hereunto set our hands

at OLD HICKORY , Tennessee, this the 14 day of DECEMBER , 1933 .

D.H. ENSLEY
ELIZABETH C. ENSLEY
FLORENCE ESTELLA WRAY
OWNE. B. WRAY
OLLIE J. PETRE

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. RUFUS PARDUE , a Notary Public in and for said County and State, the within named D. H. ENSLEY AND WIFE ELIZABETH ENSLEY AND FLORENCE ESTELLA WRAY AND HUSBAND OWEN B. WRAY AND OLLIE PETRE the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ELIZABETH ENSLEY AND FLORENCE ESTELLA WRAY WIVES, , of the said D. H. ENSLEY AND OWEN B. WRAY having appeared before me privately and apart from THEIR husband S , the said ELIZABETH ENSLEY AND FLORENCE ESTELLA WRAY , acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S , and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE , Tennessee, this 14 day of DECEMBER , 1933

My commission expires OCT. 12, 1935

(Seal) W. RUFUS PARDUE
Notary Public.

U.S.R.S .50¢
RECD DEC. 15TH, 1933 AT 10;45 A.M.

1396 MARSHALL & BRUCE CO. NASHVILLE