NUMBER 45429 RECORDED AUG 24, 1934 REYNOLDS F. WINSTON,ET UX TO VAN BURKE ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND FOUR HUNDRED ($1400.00)AND NO/100 DOLLARS
of which SIX HUNDRED ($600.00) AND NO/100 DOLLARS has been paid in cash by
VAN BURKE AND WIFE, ELNORA BURKE , receipt of which is hereby acknowledged, and for the remainder
EIGHT HUNDRED AND NO/100 DOLLARS

the said VAN BURKE AND WIFE, ELNORA BURKE HAVE EXECUTED THEIR FIFTY-THREE JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, THE FIRST FIFTY-TWO BEING IN THE PRINCIPAL SUM OF $15.00 EACH AND THE LAST NOTE BEING IN THE PRINCIPAL SUM OF $20.00, FALLING DUE MONTHLY RESPECTIVELY BEGINNINGSEPTEMBER 10,1934 AND PAYABLE TO THE ORDER OF REYNOLDS F. WINSTON.

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, REYNOLDS F. WINSTON AND WIFE, JANE WINSTON
have this day bargained and sold, and do hereby transfer and convey, unto the said
VAN BURKE AND WIFE, ELNORA BURKE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF LOT NO.28 IN MCGAVOCK, WETMORE AND OTHERS 2D ADDITION TO NASHVILLE CALLED THE ADDITION TO THE TOWN OF MCGAVOCK, A PLAN OF WHICH IS RECORDED IN BOOK 21, PAGE 41 OF THE REGISTER'S OFFICE FOR SAID COUNTY,MORE ACCURATELY DESCRIBED AS BEGINNING AT A POINT ON THE EAST SIDE OF 16TH AVENUE NORTH 90 FEET SOUTH OF MADISON STREET;THENCE SOUTHERLY ALONG THE EASTERN MARGIN OF 16TH AVENUE NORTH 30 FEET TO A POINT;THENCE ON A STRAIGHT LINE EASTERLY 93 FEET, MORE OR LESS, TO A POINT IN THE WEST MARGIN OF AN ALLEY 120 BEET SOUTH OF MADISON STREET;THENCE NORTHERLY ALONG THE WESTERN MARGIN OF SAID ALLEY 30 FEET TO A POINT;THENCE IN A STRAIGHT LINE WESTERLY 93 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. BEING THE SAME PROPERTY CONVEYED TO REYNOLDS F. WINSTON BY DEED FROM D.C. SCALES AND WIFE OF RECORD IN BOOK 523, PAGE228, SAID REGISTER'S OFFICE.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the same in full. This 30 day of ... 1934
Attest: [illegible] Register
By [illegible] D.C.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said
VAN BURKE AND WIFE ,ELNORA BURKE, THEIR 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 VAN BURKE AND WIFE, ELNORA BURKE, THEIR 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 VAN BURKE AND WIFE, ELNORA BURKE

do hereby transfer and convey unto WADE SAIN , 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 VAN BURKE AND WIFE, ELNORA BURKE , 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 $ 600.00 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 VAN BURKE AND WIFE, ELNORA BURKE , 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 VAN BURKE AND WIFE, ELNORA BURKE,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 WADE SAIN 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 REYNOLDS F. WINSTON AND WIFE, JANE WINSTON

and VAN BURKE AND WIFE, ELNORA BURKE , hereunto set our hands at NASHVILLE , Tennessee, this the 10 day of AUGUST , 1934.

JANE WINSTON
REYNOLDS F. WINSTON
ELNORA BURKE
Vaughn BURKE

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ALBERT G. EWING III , a Notary Public in and for said County and State, the within named ~~REYNOLDS~~ Reynolds F. WINSTON AND WIFE, JANE WINSTON AND VAN BURKE AND WIFE, ELNORA BURKE the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And JANE WINSTON AND ELNORA BURKE WIVES , of the said REYNOLDS F. WINSTON AND VAN BURKE having appeared before me privately and apart from THEIR husband S , the said JANE WINSTON AND ELNORA BURKE , 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 , and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE , Tennessee, this 23 day of AUGUST , 1934.

My commission expires OCT 8,1935 (Seal) ALBERT G. EWING III
Notary Public.

U.S.R.S $1.50

REC'D AUG 23,1934 AT 12:35 P.M.

7405 MARSHALL & BRUCE CO. NASHVILLE