NUMBER 46261 RECORDED SEPT 11,1934 NASH. & AMERICAN TRUST CO TR ETC LUCY F. EAKIN,

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($3,750.00 THREE THOUSAND, SEVEN HUNDRED FIFTY / AND NO/100 DOLLARS of which THREE HUNDRED SEVENTY FIVE AND NO/100 ($375.00) DOLLARS has been paid in cash by LUCY F EAKIN, receipt of which is hereby acknowledged, and for the remainder ($3,375.00) THREE THOUSAND, THREE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS the said LUCY F. EAKIN AND HUSBAND, LYTLE EAKIN HAVE EXECUTED THEIR PROMISSORY NOTE, BEARING EVEN DATE HEREWITH, IN THE SUM OF THREE THOUSAND, THREE HUNDRED SEVENTY FIVE AND NO/100 ($3,375.00) DOLLARS, PAYABLE IN ONE HUNDRED EIGHTY (180) MONTHLY INSTALLMENTS OF TWENTY EIGHT AND 48/100 ($28.48) DOLLARS. EACH. THE FIRST INSTALLMENT FALLING DUE ON THE 30TH DAY OF SEPTEMBER 1934, AND THE OTHERS, MONTHLY THEREAFTER RESPECTIVELY. EACH OF SAID INSTALLMENTS INCLUDING PRINCIPAL AND INTEREST.

I, ~~Register~~ Clerk and Master of the Chancery Court of Davidson County, Tennessee, do hereby certify that I am the true and lawful holder of the claim secured by the within recorded, and hereby acknowledge the satisfaction of the lien to secure the same in full. This 2 day of NASHVILLE TRUST CO. By [illegible] Deputy Register

all of which 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 AND AMERICAN TRUST COMPANY, TRUSTEE, PURSUANT TO THE POWERS AND AUTHORITY VESTED IN IT AS TRUSTEE, BY THE DEED HEREINAFTER MENTIONED.

have this day bargained and sold, and do hereby transfer and convey, unto the said LUCY F. EAKIN, FOR HER SOLE AND SEPARATE USE, FREE FROM THE DEBTS AND CONTRACTS OF HER PRESENT, OR ANY FUTURE HUSBAND, WITH heirs and assigns, certain real estate in Davidson County, ~~Tennessee, as follows~~:

FULL POWER VESTED IN HER TO SELL, MORTGAGE OR OTHERWISE CONVEY, AS IF SHE WERE A FEME SOLE, HER HEIRS AND ASSIGNS CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:
BEING LOT NO.4 ON THE MAP OF THE BRANSFORD REALTY COMPANY'S SUBDIVISION OF LOTS NOS.57,58, 60.61 63, AND 65 IN THE NEW GOLF CLUB ADDITION, AS OF RECORD IN BOOK 421, PAGE 149, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
SAID LOT NO.4 FRONTS 76 FEET ON THE SOUTHERLY SIDE OF HARDING PLACE, AND RUNS BACK 235 FEET ON THE WEST LINE AND 266.7 FEET ON THE EAST LINE, WITH THE WEST MARGIN OF HIGHLAND AVENUE, TO THE NORTH LINE OF LOT NO.62 ON THE ORIGINAL PLAN, AND MEASURES 75.09 FEET ON THE REAR LINE.
BEING THE SAME PROPERTY CONVEYED TO NASHVILLE AND AMERICAN TRUST COMPANY, TRUSTEE, BY DEED FROM HARRY W. GREENE, TRUSTEE, OF RECORD IN BOOK 943, PAGE 355, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
TAXES FOR THE YEAR 1934, ON THE HEREIN DESCRIBED PROPERTY, PRORATED AS OF EVEN DATE HEREWITH, BY AND BETWEEN THE GRANTOR AND GRANTEE, AND ASSUMED BY THE GRANTEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LUCY F. EAKIN, HER heirs and assigns, forever, NASHVILLE AND AMERICAN TRUST COMPANY, TRUSTEE AS AFORESAID 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

NASHVILLE AND AMERICAN TRUST COMPANY, TRUSTEE AS AFORESAID, further covenants and binds OURSELVES, OUR SUCCESSORS heirs and representatives, to warrant and forever defend the title to said real estate to said LUCY F. EAKIN, HER heirs and assigns, against the lawful claims of all persons. BUT IT CONVEYS AND WARRANTS AS TRUSTEE, 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 LUCY F. EAKIN AND HUSBAND LYTLE EAKIN DO HEREBY TRANSFER AND CONVEY UNTO E.E. MURREY, AS VICE PRESIDENT OF THE NASHVILLE TRUST COMPANY A BANKING CORPORATION OF NASHVILLE, TENNESSEE, AND HIS SUCCESSORS IN OFFICE, AS Trustee, ~~his successors and assigns~~, the ~~do hereby transfer and convey unto~~

real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE, the said LUCY F. EAKIN AND HUSBAND LYRTLE EAKIN, 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 $ 3,375.00 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 LUCY F. EAKIN AND HUSBAND LYTLE EAKIN 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 LUCY F. EAKIN, 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 powers 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 E.E. MURREY, VICE PRESIDENT, HIS SUCCESSORS AS AFORESAID 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 NASHVILLE AND AMERICAN TRUST COMPANY, TRUSTEE HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED ORFIERS, AND ITS CORPORATE SEAL TO BE AFFIXED AND LUCY F. EAKIN AND HUSBAND, LYTLE EAKIN

~~XX and~~ , hereunto set our hands at NASHVILLE, Tennessee, this the 30TH day of AUGUST, 193 34.

(SEAL) NASHVILLE AND AMERICAN TRUST COMPANY, TR
BY CHAS. NELSON, VICE PRESIDENT

ATTEST: F.B. YOUNG, JR
ASSISTANT SECRETARY

LUCY F. EAKIN
LYTLE EAKIN

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 LUCY F. EAKIN AND HUSBAND LYTLE EAKIN the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LUCY F. EAKIN, WIFE
LUTLE EAKIN , of the said

having appeared before me privately and apart from HER husband, the said LUCY F. EAKIN, 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 5TH day of SEPT., 1934.

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

STATE OF TENNESSEE
COUNTY OF DAVIDSON
PERSONALLY APPEARED BEFORE ME, BERNICE WALTEMATE, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, CHAS. NELSON AND F.B. YOUNG, JR WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE VICE PRESIDENT AND ASST. SECRETARY RESPECTIVELY, OF THE NASHVILLE AND AMERICAN TRUST COMPANY, THE BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH VICE PRESIDENT AND ASST. SECRETARY BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF SAID CORPORATION, AS TRUSTEE, FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION, AS SUCH TRUSTEE, BY THE SAID CHAS. NELSO AS VICE PRESIDENT, AND BY AFFIXING ITS CORPORATE SEAL AND ATTESTING SAME BY THE SAID F.B. YOUNG, JR., AS SUCH ASST. SECRETARY.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 8 DAY OF SEPT, 1934.

COM.EXPIRES OCT 12,1937. (SEAL) BERNICE WALTEMATE, NOTARY PUBLIC
U.S.R.S. $4.00

REC'D SEPT 10,1934 AT 12:21 P.M.

7405 MARSHALL & BRUCE CO. NASHVILLE