NUMBER 46958 RECORDED SEPT. 25, 1934. WILLIAM PHILLIP PHILLIPS, ET UX TO JESSE PERKINS, ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED TEN ($210.00) DOLLARS
of which TEN ($10.00) DOLLARS has been paid in cash by JESSE PERKINS AND WIFE, MATTIE LOU PERKINS, receipt of which is hereby acknowledged, and for the remainder TWO HUNDRED ($200.00) DOLLARS
the said JESSE PERKINS AND WIFE, MATTIE LOU PERKINS,

HAVE EXECUTED FORTY (40) MONTHSLY NOTES OF FIVE ($5.00) DOLLARS EACH, PAYABLE CONSECUTIVELY AND MONTHLY, AND ALL OF THE SAID NOTES BEAR SIX PER CENT (6%) INTEREST.

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, WILLIAM PHILLIP PHILLIPS AND WIFE, LUCINDA PHILLIPS,

have this day bargained and sold, and do hereby transfer and convey, unto the said JESSE PERKINS AND WIFE, MATTIE LOU PERKINS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LOT NO. 16 FRONTS 35 FEET ON THE SOUTH SIDE OF HERMAN, OR JACKSON STREET, AND RINS BACK BETWEEN PARALLEL LINES 108½ FEET TO AN ALLEY, SAID ALLEY BEING 12 FEET WIDE. SAME IS PART OF FAULKNER AND ASHCRAFT SUBDIVISION. PLAN BOOK 57, PAGE 121, R.O.D.C. TENNESSEE; ALSO BOOK 675, PAGE 699, R.O.D.C. TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JESSE PERKINS AND WIFE, MATTIE LOU, 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 JESSE PERKINS AND WIFE, MATTIE LOU PERKINS, 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 WILLIAM PHILLIP PHILLIPS AND WIFE, LUCINDA PHILLIPS do hereby transfer and convey unto ---, 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 WILLIAM PHILLIP PHILLIPS AND WIFE LUCINDA PHILLIPS, 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 JESSE PERKINS AND WIFE, MATTIE LOU PERKINS, 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 JESSE PERKINS AND WIFE, MATTIE LOU PERKINS, -- 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 MARY O. SMITH, 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 WILLIAM PHILLIP PHILLIPS AND WIFE LUCINDA PHILLIPS and JESSE PERKINS AND WIFE, MATTIE LOU PERKINS, hereunto set our hands at NASHVILLE, Tennessee, this the 5 day of JUNE, 193 3.

WILLIAM PHILLIP PHILLIPS
LUCINDA PHILLIPS
JESSIE PERKINS
MATTIE LOU HER X MARK PERKINS

WITNESS HER MARK
W. B. MARR
LEONA PERKINS.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WILLIAM B. MARR, a Notary Public in and for said County and State, the within named WILLIAM PHILLIP PHILLIPS AND WIFE, LUCINDA PHILLIPS AND JESSE PERKINS AND WIFE, MATTIE LOU PERKINS the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LUCINDA PHILLIPS AND MATTIE LOU PERKINS, WIVES of the said WILLIAM PHILLIP PHILLIPS AND JESSE PERKINS having appeared before me privately and apart from THEIR husband S, the said LUCINDA PHILLIPS AND MATTIE LOU PERKINS, 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 5 day of JUNE, 193 3.

My commission expires JULY 15-1936.

(Seal) WILLIAM B. MARR,
Notary Public.

U.S.R.S. $.50.

RECEIVED SEPT. 24, 1934, AT 3:45 P.M.

7405 MARSHALL & BRUCE CO. NASHVILLE