NUMBER 49677 RECORDED NOV 28,1934 ROBERT LUSK & WIFE TO INEZ L. NEEDHAM

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY-THREE HUNDRED AND FIFTY ($2350.00) DOLLARS of which ONE HUNDRED EIGHTY SEVEN AND 25/100 ($187.25) DOLLARS has been paid in cash by INEZ L.NEEDHAM, UNMARRIED, receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND ONE HUNDRED SIXTY-TWO AND 75/100 ($2162.75) DOLLARS the said INEZ L.NEEDHAM HAS EXECUTED AND DELIVERED HER 109 PRMISSORY NOTES OF EVEN DATE WITH THIS INSTRUMENT, NUMBERED 1 TO 109, BOTH INCLUSIVE AND PAYABLE TO THE ORDER OF ROBERT LUSK, MONTHLY, BEGINNING ON THE 1ST DAY OF OCTOBER,1934 AND CONTINUING ON THE 1ST DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL ARE PAID. ALL OF SAID NOTES ARE FOR $20.00 EACH IN PRINCIPAL, EXCEPT THE LAST OR 109TH NOTE WHICH IS FOR $2,75, BUT INTERSST AT THE RATE OF SIX PER CENTUM PER ANNUM PAYABLE MONTHLY HAS BEEN ADDED INTO THE FACE OF EACH NOTE; THAT IS, NOTE NO.1 IS FOR $30.82 AND EACH SUCCEEDING NOTE THEREAFTER UP TO AND INCLUSIVE OF NOTE NO.108 IS FOR AN AMOUNT TEN CENTS LESS THAN THE PRECEDING NOTE. NOTE NO.109 IS FOR $2v75. ALL OF SAID NOTES ARE SECURED BY LIEN ON THE PROPERTY HEREIN CONVEYED AND LIEN IS EXPRESSLY RETAINED.

WE, ROBERT LUSK AND WIFE, BINNIE BRIGGS LUSK, HAVE BARGAINED AND SOLD AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID INEZ L.NEEDHAM, FOR HER SOLE AND SEPARATE USE AND ESTATE, FREE FROM THE DEBTS, MARITAL RIGHTS, OR CONTROL OF HER PRESENT OR ANY FUTRURE HUSBAND, AND WITH FULL POWER TO CONVEY AS FEME SOLE AND TO HER HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING THE WEST 10 FEET OF THE SOUTHERLY 130 FEET OF LOT NO.16 AND THE EASTERLY 30 FEET OF THE SOUTHERLY 130 FEET OF LOT NO.17 OF THE PLAN OF DR. O.H.MENEES' SUBDIVISION AS OF RECORD IN BOOK 57,PAGE 89, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, SAID PARTS OF SAID LOTS NOS.16 AND 17 ARE JOINED AND FRONT TOGETHER 40 FEET ON THE NORTH SIDE OF HEFFERNAN STREET, AND RUN BACK NORTHERLY BETWEEN PARALLEL LINES 130 FEET TO A DEAD LINE.

AND BEING THE SAME PROPERTY CONVEYED TO ROBERT LUSK BY DEED OF L.R. CAMPBELL,UNMARRIED, OF RECORD IN BOOK 911, PAGE 302, R.O.D.C.TENNESSEE, TO WHICH REFERENCE IS HERE MADE.

~~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~~

~~have this day bargained and sold, and do hereby transfer and convey, unto the said heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:~~

I declare that I am the owner of the debt, claim or claims secured by the instrument within and have received full satisfaction thereof and discharge of the lien to secure the same in full. This 14 day of Jan 1949.

Attest: J. P. Wilson DEPUTY REGISTER Robert Lusk

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said INEZ L.NEEDHAM, 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.

EXCEPT TAXES FOR 1934 WHICH THE PURCHASER ASSUMES.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said INEZ L.NEEDHAM, 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 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 ME in hand paid I, the said INEZ L.NEEDHAM, UNMARRIED do hereby transfer and convey unto ROBERT LUSK, 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.

I, the said INEZ L.NEEDHAM, 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 $ 1500.00 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.

I 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 I 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 I, the said INEZ L.NEEDHAM 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 I fail to pay any one of said notes or part thereof promptly at maturity, or WITHIN 3 MONTHS AFTER if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, I 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.

I 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. I 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 INEZ L.NEEDHAM 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 ROBERT LUSK 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 ROBERT LUSK AND WIFE, BINNIE BRIGGS LUSK, and INEZ.L.NEEDHAM, UNMARRIED, hereunto set our hands at -- Tennessee, this the 1 day of SEPT 1934.

ROBERT LUSK
BINNIE BRIGGS LUSK
INEZ L. NEEDHAM

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARTIN SETTLE, a Notary Public in and for said County and State, the within named ROBERT LUSK AND WIFE, BINNIE BRIGGS LUSK AND INEZ L.NEEDHAM UNMARRIED the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And BINNIE BRIGGS LUSK, WIFE of the said ROBERT LUSK having appeared before me privately and apart from HER husband, the said BINNIE BRIGGS LUSK, 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 6TH day of OCTOBER, 1934.

My commission expires MAY 3RD,1937. (Seal) MARTIN SETTLE, Notary Public.

U.S.R.S. $2.50

REC'D NOV27,1934 AT 3:54 P.M.

7-605 MARSHALL & BRUCE CO. NASHVILLE