 NUMBER 52502 RECORDED FEB. 19TH, 1935, JOHN U. WILSON TO SALLIE W. ROBINSON

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND EIGHT HUNDRED AND FOFTY-00) ($3,850. DOLLARS of which ONE THOUSAND THREE HUNDRED FIFTY ($1,350.00) DOLLARS has been paid in cash by SALLIE W. ROBINSON, receipt of which is hereby acknowledged, and for the remainder TWO THOU AND FIVE HUNDRED ($2,500.00) DOLLARS the said SALIE W. ROBINSON HAS THIS DAY ASSUMED DEED OF TRUST MADE BY JOHN U. WILSON TO R. W. BRATTON TRUSTEE OF RECORD IN BOOK 849, PAGE 182, REGISTER'S OFFICE DAVIDSON COUNTY, TENN TO SECURE TO MORTGAGE LOAN TRUST COMPANY THE PAYMENT OF A NOTE FOR $1,800.00 DATED MARCH 16TH 1934, DUE IN THREE YEARS WITH INTEREST ; AND FOR THE BALANCE OF SAID CONSIDERATION HAS THIS DAY EXECUTED TWENTY (20) PROMISSORY NOTES, DATED JUNE 11TH, 1934, AN THE AMOUNT OF $35.00 EACH, THE FIRST OF SAID SERIES OF NOTES FALLING DUE JULY 1ST, 1934, AND ONE ADDITIONAL NOTE THE FIRST OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID.
TAXES ARE TO BE PRO- RATED FROM JUNE 11TH 1934.

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 I, JOHN U. WILSON AN UNMARRIED MAN have this day bargained and sold, and do hereby transfer and convey, unto the said SALLIE W. ROBINSON HER, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING THE EASTERLY 18 FEET OF LOT NO. 3 AND THE WESTERLY 32 FEET OF LOT NO. 4 OF BLOCK "B" ON THE PLAN OF WAKEFIELD SMITH COMPANY'S SUBDIVISIONS OF LOTS NOS. 55, AND 56, IN F. O. BEASLEY'S PLAN AS OF RECORD IN BOOK 843, PAGE 19 REGISTER'S OFFICE FOR SAID COUNTY. SAID PARTS O F LOTS NOS. 3 AND 4 FRONT TOGETHER 50 FEET ON THE NORTHERLY SIDE OF ORBWAY PLACE AND RUN BACK BETWEEN PARALLEL LINES 178 FEET TO A DEAD LINE BEING PART OF THE PROPERTY CONVEYED TO JOHN U. WILSON BY DEED FROM L. PERSHKOVITZ AND WIFE OF RECORD IN BOOK 898 PAGE 749, SAID REGISTER'S OFFICE.

Received for record this 11 day of June 1935 at 2:45 P.M. and duly recorded in Book 1350 page 119 Register's Office for Davidson County, Tennessee. This 11 day of June 1935 [illegible] REGISTER

I, E.P. WILSON Trustee named in the above deed of trust, do hereby certify that I have released and discharged the same in full. This 11 day of June 1935 E.P. Wilson

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said SALLIE W. ROBINSON HER heirs and assigns, forever, I, covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I, further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said SALLIE W. ROBINSON 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 US in hand paid WE, the said SALLIE W. ROBINSON AND N. R. ROBINSON do hereby transfer and convey unto E.P. WILSON, 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 SALLIE W. ROBINSON AND N. R. ROBINSON, 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 $ 2500.00 FIRE AND TORNADO 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 SALLIE W. ROBINSON AND N. R. ROBINSON, 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, IF 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 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 SALLIE W. ROBINSON 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 E.P. WILSON 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 JOHN U. WILSON

and SALLIE W. ROBINSON AND N. R. ROBINSON, hereunto set our hands at NASHVILLE, Tennessee, this the 11 day of JUNE, 193 4

JOHN U. WILSON
MRS. SALLIE W. ROBINSON
N.R. ROBINSON

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, --, a Notary Public in and for said County and State, the within named JOHN U. WILSON AN UNMARRIED MAN AND SALLIE W. ROBINS AND N. R. ROBINSON the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And SALLIE W. ROBINSON WIFE, of the said N.R. ROBINSON having appeared before me privately and apart from HER husband, the said SALLIE W. ROBINSON, 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 11 day of DAY OF JUNE, 193 4

My commission expires 4/7/37

(Seal) W.F. HARDISON

Notary Public.

U.S.R.S $.~~100~~ 150

REC'D FEB. 18TH, 1935 AT 2; 45 P.M.

STROBE BARNHILL & BROOK CO. NASHVILLE