NUMBER 53843 RECORDED MARCH 28, 1935. UNITED REALTY CO. TO G. R. COTHERN, ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($2,750.00) TWO THOUSAND, SEVEN HUNDRED FIFTY AND NO/100 DOLLARS of which THREE HUNDRED FIFTY AND NO/100 ($350.00) DOLLARS has been paid in cash by G. R. COTHERN AND WIFE, WILHELMENIA SEAT COTHERN, receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS the said G. R. COTHERN AND WIFE, WILHELMENIA SEAT COTHERN

HAVE EXECUTED THEIR NOTE, BEARING EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF UNITED REALTY COMPANY, IN THE AMOUNT OF TWO THOUSAND, FOUR HUNDRED AND NO/100 ($2,400.00) DOLLARS, PAYABLE IN ONE HUNDRED THIRTY-NINE (139) MONTHLY INSTALLMENTS OF TWENTY FOUR AND NO/100 ($24.00) DOLLARS EACH. THE FIRST INSTALLMENT FALLING DUE ON THE 23 DAY OF APRIL, 1935, AND THE OTHERS, MONTHLY THEREAFTER RESPECTIVELY. EACH OF SAID INSTALLMENTS INCLUDING PRINCIPAL AND INTEREST.

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 UNITED REALTY COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF TENNESSEE, WITH ITS PRINCIPAL OFFICE AND PLACE OF BUSINESS IN NASHVILLE, TENNESSEE, HAS this day bargained and sold, and do hereby transfer and convey, unto the said G. R. COTHERN AND WIFE WILHELMENIA SEAT COTHERN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 37 IN THE RESUBDIVISION OF THE LINDSLEY 29 ACRE TRACT, A PLAN OF WHICH IS FOUND OF RECORD IN THE OFFICE OF THE REGISTER FOR DAVIDSON COUNTY, TENNESSEE, IN BOOK 57, PAGE 66,

SAID LOT NO. 37 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF FORREST AVENUE, AND EXTENDS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO UNITED REALTY COMPANY, BY DEED FROM NASHVILLE AND AMERICAN TRUST COMPANY, OF RECORD IN BOOK 921, PAGE 149, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TAXES FOR THE YEAR 1935, ON THE HEREIN DESCRIBED PROPERTY, PRO RATED AS OF EVEN DATE HEREWITH, BY AND BETWEEN THE GRANTOR AND GRANTEE, AND ASSUMED BY THE GRANTEE.

I certify that I am the Trustee and lawful holder of the note secured by the foregoing and hereby authorize the satisfaction thereof and discharge of the lien retained by the instrument with the same to be noted thereon. This 29 day of ___ 1935. NASHVILLE TRUST CO. By ___

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said G. R. COTHERN AND WIFE, WILHELMENIA SEAT COTHERN, THEIR heirs and assigns, forever, UNITED REALTY COMPANY, A CORPORATION AS AFORESAID, covenant 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, further covenant and bind S UNITED REALTY COMPANY, A CORPORATION AS AFORESAID, ITSELF, ITS SUCCESSORS and representatives, to warrant and forever defend the title to said real estate to said G. R. COTHERN AND WIFE, WILHELMENIA SEAT COTHERN, 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 G. R. COTHERN AND WIFE, WILHELMENIA SEAT COTHERN DO HEREBY TRANSFER AND CONVEY UNTO CHAS. NELSON AS VICE-PRESIDENT OF THE NASHVILLE TRUST COMPANY, A BANKING CORPORATION OF NASHVILLE, TENNESSEE, AND HIS SUCCESSORS IN OFFICE AS Trustee, the 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 G. R. COTHERN AND WIFE, WILHELMENIA SEAT COTHERN, 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 $2,400.00 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 -- 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 G. R. COTHERN AND WIFE, WILHELMENIA SEAT COTHERN, 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 THREE 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 THREE 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 G. R. COTHERN AND WIFE, WILHELMENIA SEAL COTHERN, 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 CHAS. NELSON, 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 UNITED REALTY COMPANY, A CORPORATION AS AFORESAID, HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS, AND ITS CORPORATE SEAL TO BE AFFIXED ON THIS 23 DAY OF MARCH, 1935,

and G. R. COTHERN AND WIFE, WILHELMENIA SEAT COTHERN, hereunto set our hands at NASHVILLE, Tennessee, this the 23RD day of MARCH, 1935.

(SEAL) UNITED REALTY COMPANY
BY W. W. MCNEILLY, VICE-PRESIDENT
G. R. COTHERN
WILHELMENIA SEAT COTHERN,

ATTEST:
M. S. WEBB, SECRETARY.

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 G. R. COTHERN AND WIFE, WILHELMENIA SEAT COTHERN, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And WILHELMENIA SEAT COTHERN, WIFE of the said G. R. COTHERN having appeared before me privately and apart from HER husband, the said WILHELMENIA SEAT COTHERN, 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 23RD day of MARCH, 1935.

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

CORPORATE ACKNOWLEDGMENT FORM.
STATE OF TENNESSEE
COUNTY OF DAVIDSON.

BEFORE ME, RUTH FOSTER, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, PERSONALLY APPEARED W. W. MCNEILLY WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO, UPON OATH, ACKNOWLEDGED HIMSELF TO BE THE VICE-PRESIDENT OF THE UNITED REALTY COMPANY THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH VICE-PRESIDENT BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS VICE-PRESIDENT.

AND ALSO PERSONALLY APPEARED M. S. WEBB WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED HIMSELF TO BE SECRETARY OF THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH SECRETARY BEING AUTHORIZED SO TO DO, AFFIXED THE SEAL OF THE SAID CORPORATION TO THE FOREGOING INSTRUMENT TO EXECUTE THE SAME FOR THE PURPOSE THEREIN CONTAINED, AND THAT HE ATTESTED THE SAME AS SUCH OFFICER OF SAID CORPORATION; AND THAT THE SEAL THERETO AFFIXED IS THE GENUINE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND SEAL AT OFFICE IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, THIS THE 27TH DAY OF MARCH, 1935.

MY COM. EXP. ON THE 15TH. DAY OF OCTOBER 1935. (SEAL) RUTH FOSTER, NOTARY PUBLIC.

U.S.R.S. $3.00.
RECEIVED MARCH 27, 1935, AT 3:18 P.M.