NUMBER 55163 RECORDED MAY 28, 1935. CLOUD V. ECKHARDT, ET UX TO ROBERT F. BROWN.

(E4)

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $5250.00 FIFTY TWO HUNDRED & FIFTY DOLLARS of which NOTHING XDOLLARS has been paid in cash by ROBERT F. BROWN, AS PART OF , receipt of which is hereby acknowledged, and for the remainder XXXXXXX DOLLARS the said ROBERT F. BROWN

HAS THIS DAY ASSIMED AND DOES AGREE TO PAY THE SUM OF $3412.50 BEING THE BALANCE DUE ON A NOTE OF $3500.00, DATED JUNE 24TH, 1930 EXECUTED BY CLOUD V. ECKHARDT AND WIFE, AND PAYABLE TO THE PRUDENTIAL LIFE INSURANCE COMPANY OF AMERICA IN SEMI-ANNUAL INSTALLMENTS AS FOLLOWS: NAMELY, FIVE PER-CENT IS TO BE PAID UPON THE ABOVE MENTIONED $3500.00 NOTE PER YEAR, BUT IS PAYABLE SEMI-ANNUALLY AND THE REMAINDER IS DUE AND PAYABLE ON THE24TH DAY OF JUNE 1935 WITH INTEREST AT SIX PER-CENT PAYABLE SEMI-ANNUALLY UNTIL MATURITY OF THE ABOVE MENTIONED $3500.00 NOTE, AND FOR THE REMAINDER $1837.50, THE SAID ROBERT F. BROWN AND WIFE, NORMA BROWN HAVE THIS DAY EXECUTED THEIR 121 PROVISSORY NOTES IN THE PRINCIPAL SUM OF $15.00 EACH, AND ONE, THE LAST NOTE, IN THE PRINCIPAL SUM OF $22.50, ALL PAYABLE TO THE ORDER OF CLOUDDV. ECKHARDT MONTHLY AFTER DATE. NONE OF SAID NOTES BEAR INTEREST UNTIL AFTER MATURITY AS THE INTEREST HAS BEEN CALCULABED AND ADDED INTO THE FACE OF EACH NOTE. THE FIRST ONE OF SAID NOTES FALLS DUE OCT. 1ST, 1933, AND IS IN THE SUM OF $19.57, AND ONE UPON THE 1ST DAY OF EACH MONTH, THEREAFTER UNTIL ALL OF SAID NOTES HAVEEN BEEN PAID, THE LAST, OR 122ND NOTE, BEING IN THE SUM OF $22.62.

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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, CLOUD V. ECKHARDT AND WIFE, HELEN E. ECKHARDT,

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

"BEING LOT NO. 127 ON THE MAP OF THE BRANSFORD REALTY COMPANY'S BELLE MEADE GOLF LINKS SUBDIVISION, A PLAN OF WHICH IS OF RECORD IN BOOK NO. 421, PAGES 94 & 95, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO. 127 FRONTS 60 FEET ON THE NORTHEASTERLY SIDE OF BLACKBURN AVENUE, AND RUNS BACK 151.8 FEET ON THE WESTERLY LINE AND 163.6 FEET ON THE EASTERLY LINE TO A DEAD LINE, AND MEASURES 61.1 FEET ON SAID DEAD LINE, AND BEING THE SAME PROPERTY CONVEYED TO CLOUD V. ECKHARDT BY DEED OF LILLIAN B. CROCKETT AND HUSBAND, D. T. CROCKETT BY DEED OR RECORD IN BOOK NO. 846, PAGE 454, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE TAXES FOR THE YEAR OF 1933 ARE TO BE PRO-RATED AS OF DATE OF THIS DEED. THE SAID ROBERT F. BROWN TO PAY HIS PROPORTIONATE PART, AND THE SAID CLOUD V. ECKHARDT TO PAY HIS PROPORTIONATE PART.

I, Andrew McFarland, Register of Deeds of Davidson County, Tennessee, do hereby certify that the foregoing and annexed instrument is a full, true and correct copy of the original thereof as the same appears of record in my office. In testimony whereof I have hereunto set my hand and affixed the Seal of my said office, this 27 day of May 1935.

Attest A. McFarland REGISTER DEPUTY REGISTER

I, Andrew McFarland, Register of Davidson County, Tennessee, do hereby certify that the foregoing and annexed instrument is a full, true and correct copy of the original thereof as the same appears of record in my office. In testimony whereof I have hereunto set my hand and affixed the Seal of my said office, this 27 day of May 1935.

Attest A. McFarland REGISTER DEPUTY REGISTER

I, A. H. Caplinger, Notary Public, do hereby certify that the claim secured by the instrument within is paid in full. This 27 day of May 1935. A. H. Caplinger Notary Public

Received payment in full of the debt secured by the within deed of trust and do hereby release and discharge the lien to secure the same. This 27 day of May 1935. A. H. Caplinger Notary Public

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ROBERT F. BROWN HIS 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 AS HEREIN STATED. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ROBERT F. BROWN, HIS 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 ROBERT F. BROWN AND WIFE, NORMA BROWN

do hereby transfer and convey unto THEO W. ECKHARDT, 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 ROBERT F. BROWN AND WIFE, NORMA BROWN, 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 $ 4000 FIRE, $3000 WINDSTORM 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 ROBERT F. BROWN AND WIFE, NORMA BROWN, 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, 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 ROBERT F. BROWN, - 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 THEO W. ECKHARDT, 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 CLOUD V. ECKHARDT AND WIFE, HELEN E. ECKHARDT, and ROBERT F. BROWN AND WIFE, NORMA BROWN, at NASHVILLE, Tennessee, this the 24TH day of AUGUST, 1933, hereunto set our hands.

CLOUD V. ECKHARDT
HELEN E. ECKHARDT
ROBERT F. BROWN
NORMA BROWN

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, A. H. CAPLINGER, a Notary Public in and for said County and State, the within named CLOUD V. ECKHARDT AND WIFE, HELEN E. ECKHARDT AND ROBERT F. BROWN AND WIFE NORMA BROWN the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And HELEN E. ECKHARDT AND NORMA BROWN, WIVES of CLOUD V. ECKHARDT AND ROBERT F. BROWN, having appeared before me privately and apart from HER husband, the said HELEN E. ECKHARDT AND NORMA BROWN, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbandS, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 24TH day of AUGUST, 1933.

My commission expires OCT. 11, 1933.

(Seal) A. H. CAPLINGER, Notary Public.

U.S.R.S. $2.00.

RECEIVED MAY 27, 1935, AT 11:05 A.M.

LYON-GARRETT & KNOX CO. NASHVILLE