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NUMBER 78416

RECORDED APRIL 2ND, 1942.

TOM POLLARD JACKSON ET UX.

ROY SUMNER JACKSON

INSTALLMENT DEED

Book No. 1227

WE, the said JESSIE JAMES JACKSON AND WIFE, OMELIA JACKSON, 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 $ 1,035.00 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.

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 JESSIE JAMES JACKSON AND WIFE, OMELIA JACKSON, 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 JESSIE JAMES JACKSON AND WIFE OMELIA JACKSON 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 C. VERNON HINES 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 JESSIE JAMES JACKSON AND WIFE OMELIA JACKSON and NASHVILLE BUILDING AND LOAN ASSOCIATION, hereunto set our hands at NASHVILLE, Tennessee, this the 3RD day of MARCH, 1942.

(Seal) NASHVILLE BLDG. & LOAN ASS'N
M. D. ANDERSON, PRES,
ATTEST: C. VERNON HINES, SEC.
JESSIE JAMES JACKSON
OMELIA JACKSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EDNA E. CROUCH, a Notary Public in and for said County and State, the within named JESSIE JAMES JACKSON AND WIFE, OMELIA JACKSON the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X, of the said having appeared before me privately and apart from husband, the said X, acknowledged the execution of the said instrument to have been done by X freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 31ST day of MARCH 1942.

My commission expires OCTOBER 8, 1944 (Seal) EDNA E. CROUCH
Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, EDNA E. CROUCH A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, M. D. ANDERSON, AND C. VERNON HINES, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY RESPECTIVELY OF THE NASHVILLE BUILDING & LOAN ASSOCIATION, THE BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND SECRETARY, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY THE SAID M. D. ANDERSON, AS SUCH PRESIDENT AND BY AFFIXING ITS CORPORATE SEAL AND ATTESTING SAME BY C. VERNON HINES, AS SUCH SECRETARY.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS THE 31ST DAY OF MARCH 1942.

(SEAL) EDNA E. CROUCH, NOTARY PUBLIC

COM. EXPIRES October 8, 1944
U.S.R.S. $1.65
REC'D MAR 31, 1942 AT 2:54 P.M.

FOR AND IN CONSIDERATION of the sum of TWENTY FIVE HUNDRED AND NO/100 DOLLARS of which FIVE HUNDRED AND NO/100 DOLLARS has been paid in cash by ROY SUMNER JACKSON, the receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND AND NO/100 DOLLARS, the said ROY SUMNER JACKSON AND WIFE WILLIE JACKSON, HAVE EXECUTED THEIR NOTE IN THE SUM OF $2000.00 DUE ON OR BEFORE AUG'. 1,1942. ROY SUMNER JACKSON AGREES TO PAY THE 1942 TAXES

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, TOM POLLARD JACKSON AND WIFE MILDRED JACKSON have this day bargained and sold, and do hereby transfer and convey, unto the said ROY SUMNER JACKSON HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING OUR ONE HALF UNDIVIDED INT REST IN THE LAND WHICH IS DESCRIBED AS FOLLOWS;
BEING A TRACT OF LAND IN THE 10TH FORMERLY 22ND, CIVIL DISTRICT OF SAID COUNTY, AND STATE, BEING COMPOSED OF TWO TRACTS ONE OF 51.25 ACRES AND ONE OF 75.92 ACRES DESCRIBED TOGETHER AS FOLLOWS;

BEGINNING IN THE CENTER OF HUNTER ROAD, BEING THE SOUTH CORNER OF THIS LAND AND IS THE WEST LINE OF THE J.G . READ, TRACT RUNNING THENCE WITH THE CENTER OF SAID ROAD, NORTH 52 DEGREES WEST 31.75 POLES NORTH 2½ DEGREES WEST 29.30 POLES; THENCE CONTINUING WITH THE CENTER OF SAID ROAD NORTH 87½ DEGREES WEST 38.90 POLES TO MRS. KIRBY'S SOUTHEAST CORNER THENCE WITH HER NORTH LINE AND WITH THE SOUTH LINE OF THE ABOVE MENTIONED 51.25 ACRES TRACT NORTH 88 DEGREES WEST 59.2 POLES THENCE NORTH WITH O'BRYAN'S EAST LINE NORTH 2½ DEGREES EAST 62.66 POLES TO A STONE, THENCE CONTINUING WITH O' BRYAN'S LINE AND WITH ELLA LAMB CAMPBELL'S LINE SOUTH 57 DEGREES EAST 130 POLES TO A STONE IN CLARK'S WEST LINE THENCE WITH CLARK'S WEST LINE SOUTH 1½ DEGREES EAST 62.25 POLES TO A STONE, THENCE SOUTH 85½ DEGREES EAST 14.40 POLES TO A STONE, THENCE SOUTH 4½ DEGREES WEST 18.54 POLES THENCE WITH LOWE'S LINE SOUTH 85 DEGREES EAST 65.23 POLES TO THE CORNER OF THE FENCES; THENCE THENCE WITH SNOWDEN'S WEST LINE SOUTH 4 DEGREES WEST 77.8 POLES TO THE NORTHEAST CORNER OF THE ABOVE MENTIONED J.C. READ TRACT THENCE WITH READ'S NORTH LINE WITH 86 DEGREES WEST 80. POLES TO HIS NORTHWEST CORNER, THENCE WITH HIS WEST LINE SOUTH 2¼ DEGREES WEST 18.54 POLES TO THE BEGINNING CONTAINING 127 ACRES MORE OR LESS

BEING THE SAME PROPERTY CONVEYED TO TOM POLLARD JACKSON AND ROY SUMNER JACKSON BY DEED FROM MRS. MARY E. STRUBE AS OF RECORD IN BOOK 1031, PAGE 647 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 ROY SUMNER JACKSON 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.

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ROY SUMNER JACKSON 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 ME in hand paid WE, the said ROY SUMNER JACKSON AND WIFE WILLIE JACKSON do hereby transfer and convey unto CHAS. H. J. FEIGENBAUM, 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.