INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($950.00) THIRTY-TWO HUNDRED AND FIFTY AND NO/100 DOLLARS, of which FIVE HUNDRED & NO/100 ($500.00) DOLLARS has been paid in cash by P R SMITH AND WIFE EFFIE PADGETT SMITH ($[illegible]) the receipt of which is hereby acknowledged, and for the remainder THIRTY SEVEN HUNDRED FIFTY AND NO/100 ($3750.00) DOLLARS the said P R SMITH AND WIFE EFFIE PADGETT SMITH, to WE EXECUTED THEIR SEVERAL PROMISSORY NOTES AS FOLLOWS: NOTE NO ONE FOR FOFTEEN HUNDRED AND NO/100 ($1500.00) DOLLARS PAYABLE ON OR BEFORE FIVE (5) YEARS AFTER DATE WITH INTEREST AT 6% PAYABLE SEMI ANNUALLY, AND HAVE EXECUTED ONE NOTE FOR TWENTY SIX & 00/100 ($26.00) DOLLARS PLUS THE INTEREST ON THE MONTHLY NOTES FOR ONE MONTH BEARING THE NOTE DUE ONE MONTH AFTER DATE, THIRTY TWO & 25/100 DOLLARS ($32.25) DOLLARS AND HAVE EXECUTED FIFTY ONE (51) NOTES BEING NUMBERED FROM THREE (3) TO FIFTH THREE (53) FOR TWENTY FOUR AND 00/100 ($24.00) DOLLARS EACH PLUS THE INTEREST ON THE WHOLE DEBT REMAINING EACH MONTH THEREFORE THE NOTES ARE AS FOLLOWS: NOTE NO. 3 DUE ON OR BEFORE TWO MONTHS AFTER DATE AND BEING FOR THE SUM OF THIRTY & 12/100 ($30.12 DOLLARS AND ONE NOTE DUE EACH MONTH THEREAFTER AND FOR A SUM TWELVE CENTS LESS THAN THE PRECEDING NOTE NOTE NO. 53 BEING FOR THE SUM OF TWENTY FOUR AND 12/100 ($24.12) DOLLARS,

all of said notes bearing six per cent interest from date; and to secure the payment of said notes, principal and interest, a lien is expressly retained on the land herein conveyed, DUE AT MATURITY I, CHRISTINE HEUSER, AN UNMARRIED WOMAN, have this day bargained and sold, and do hereby transfer and convey, unto the said P R SMITH AND WIFE EFFIE PADGETT SMITH, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LOT NO. 26 IN [illegible] PLACE, THE PLAN OF WHICH IS OF RECORD IN BOOK NO. 332, PAGE 10 REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO. 26 FRONTS SIXTY TWO & FIVE TENTHS (62.5) FEET ON THE SOUTHERLY SIDE OF DALLAS AVENUE AND EXTENDS BACK BETWEEN PARALLEL LINES ONE HUNDRED THIRTY AND FIVE TENTHS (130.5) FEET MORE OR LESS TO AN ALLEY. THIS IS THE SAME PROPERTY CONVEYED TO CHRISTINE HEUSER BY DEED OF MARY E SCRUGGS, AND E C SCRUGGS AS OF RECORD IN BOOK 443, PAGE 207

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said P R SMITH AND WIFE EFFIE PADGETT SMITH, THEIR heirs and assigns, forever. WE covenant that I AM lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered. And WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said P R SMITH AND WIFE EFFIE PADGETT SMITH, 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 hereinbefore provided, and for the consideration of One Dollar to ME in hand paid, ME the said P R SMITH AND WIFE EFFIE PADGETT SMITH, do hereby transfer and convey unto J W GILLESPIE, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

Christine Heuser

P R Smith

Effie Padgett Smith

I, the said P R SMITH AND WIFE EFFIE PADGETT SMITH, do hereby agree to keep all improvements now owned, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 2000 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 do all other things and change and treat the sum or sums so expended as part of the indebtedness secured herein, the same to bear interest from the date of such payment.

Now, if WE, the said P R SMITH AND WIFE EFFIE PADGETT SMITH, 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, 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 Courthouse door 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 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 the payment of any one of said notes, enter and take possession of said property, and collect any 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 the delivery to him by the Trustee of a deed to 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 any litigation 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.

2d. To the payment of all taxes which may be unpaid on said premises.

3d. 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 P R SMITH AND WIFE EFFIE PADGETT SMITH 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 J W GILLESPIE, 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 or settlement in relation to his trusteeship.

In witness whereof, we, the said CHRISTINE HEUSER, and P R SMITH AND WIFE EFFIE PADGETT SMITH, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST DAY OF AUGUST 1919.

CHRISTINE HEUSER
P R SMITH
EFFIE PADGETT SMITH,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, GEO R GILLESPIE, a Notary Public in and for said County and State, the within-named CHRISTINE HEUSER, P R SMITH AND WIFE EFFIE PADGETT SMITH the bargainers, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purpose therein contained.

And EFFIE PADGETT SMITH, WIFE of the said P R SMITH, having appeared before me privately and apart from HER husband, the said EFFIE PADGETT SMITH, 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 4TH day of AUGUST 1919.

My commission expires on the [illegible] day of [illegible], 192[illegible]. SEAL GEO R GILLESPIE, Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within-named [illegible], the bargainer, with whom I am personally acquainted, and who acknowledged that [illegible] executed the within instrument for the purpose therein contained.

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

Witness my hand and official seal at [illegible], Tennessee, this [illegible] day of [illegible], 192[illegible].

My commission expires on the [illegible] day of [illegible], 192[illegible], Notary Public.

US R $ $3.50

RECEIVED THE 4TH DAY OF AUG A D 1920 AT 1:27 O CLOCK P M

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