INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of EIGHTEEN HUNDRED AND NO/100 ($1800.00) DOLLARS, of which THREE HUNDRED AND NO/100 ($300.00) DOLLARS has been paid in cash by SAMUEL R DAVIS AND WIFE MARY E DAVIS, the receipt of which is hereby acknowledged, and for the remainder FIFTEEN HUNDRED ($1500.00) DOLLARS the said SAMUEL R DAVIS AND WIFE MARY E DAVIS by WE EXECUTED SIX PROMISSORY NOTES FOR TWENTY TWO AND 50/100 ($22.50) DOLLARS, EACH, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF B.F. CORNELIUS, THESE NOTES DO NOT BEAR INTEREST UNTIL AFTER MATURITY, AS THE INTEREST ON THE ENTIRE UNPAID BALANCE, IS CALCULATED FOR THE TIME THE NOTES HAVE TO RUN, AND THE INTEREST IS PRORATED AMOUNG THE NOTES, EACH NOTE BEING A PAYMENT OF ($18.75 UPON THE PRINCIPAL AND $3.75 BEING THE IN TEREST.) THE FIRST ONE OF SAID NOTES FALLS DUE OCTOBER 1ST. 1920, AND THE OTHERS, ONE ON THE 1ST OF EACH SUCCESSIVE MONTH THEREAFTER, UNTIL ALL ARE PAID,

AND PROVIDING FOR ATTORNEY FEES AND ATTORNEY FEES, MATURITY

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, WE, B F CORNELIUS AND WIFE MATTIE C CORNELIUS have this day bargained and sold, and do hereby transfer and convey, unto the said SAMUEL R. DAVIS AND WIFE MARY E DAVIS THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE WESTERLY PART OF LOT NO. 53 ON THE PLAN OF HYNES ADDITION TO NASHVILE RECORDED IN MINUTE BOOK "B" PAGE 85 AND PLAN NO. 1 PAGE 21 CHANCERY COURT AT NASHVILLE, TENN., DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTHERN MARGIN OF HYNES STREET AT THE CORNER OF LOTS NOS 53 AND 54 THENCE NORTHERLY WITH THE LINE BETWEEN SAID TWO LOTS 140 FEET TO THE SOUTHERLY LIN E OF LOT NO. 50 ON SAID PLAN; THENCE WITH SAID LINE EASTERLY 33-1/3 FEET, MORE OR LESS TO THE WEST END OF A PRIVATE ALLEY CALLED FOR IN A DEED TO MARTIN GILMORE OF RECORD IN BOOK NO. 289 PAGE 20 REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE., THENCE SOUTHERLY PARALLEL WITH THE FIRST LINE, AND WITH THEWEST LINE OF SAID GILMORE LOT 140 FEET TO THE NORTHERLY MARGIN OF HYN ES STREET; THENCE WITH THE NORTHERN MARGIN OF SAID STREET, WESTERLY 33-1/3 FEET, MORE OR LESS TO THE POINT OF BEGINNING, AND BEING THE SAME PROPERTY CONVEYED TO B F CORNELIUS, BY DEED FROM WM M MARTIN AND WIFE ELSIE HENDERSON MARTIN, DATED SEPT 16TH 1916 AND RECORDED IN BOOK NO. 484, PAGE 581 R O D C TENNESSEE

The notes above named herein having been paid in full to the lawful owner, and holder thereof, I hereby release the lien on the within described property, held by reason the same. Witness my hand this 22nd day of Sept. 1920.

B. F. Cornelius
C. C.
By Wm. O. Hall Deputy Register

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said SAMUEL R DAVIS AND WIFE MARY E DAVIS, THEIR heirs and assigns, forever. WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have a 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 SAMUEL R. DAVIS AND WIFE MARY E DAVIS, 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, SR the said SAMUEL R. DAVIS AND WIFE MARY E DAVIS do hereby transfer and convey unto B F CORNELIUS Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE the said SAMUEL R. DAVIS AND WIFE MARY E DAVIS do hereby agree to keep all buildings 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 $ 1500 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 SAMUEL R DAVIS AND WIFE MARY E DAVIS 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 WITHIN 90 DAYS THEREAFTER 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 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 the 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 the 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.

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 SAMUEL R. DAVIS AND MARY E DAVIS, 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 B F CORNELIUS, 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 B F CORNELIUS AND WIFE MATTIE C CORNELIUS and SAMUEL R DAVIS AND WIFE MARY E DAVIS hereunto set our hands at NASHVILLE Tennessee, this the 13TH day of SEPT 192 0

B F CORNELIUS
C CORNELIUS
MARY E DAVIS
SAMUEL R DAVIS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me H M CLUNAN a Notary Public in and for said County and State, the within-named SAMUEL R DAVIS AND WIFE MARY E DAVIS, the bargainor, S with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained. And MARY E DAVIS WIFE of the said SAMUEL R DAVIS, also appeared before me privately and apart from HER husband the said MARY E DAVIS, and 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 8TH day of SEPTEMBER 192 0

My commission expires on the day of 192 (SEAL) H M CLUNAN Notary Public

STATE OF TENNESSEE, DAVIDSON COUNTY

Personally appeared before me W M MARTIN a Notary Public in and for said County and State, the within-named B F CORNELIUS AND WIFE MATTIE C CORNELIUS, the bargainor, S with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained. And MRS MATTIE C CORNELIUS, WIFE of the said B F CORNELIUS, also appeared before me privately and apart from HER husband the said MRS MATTIE C CORNELIUS, and 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 13TH day of SEPT 192 0

My commission expires on the day of 192 (SEAL) W M MARTIN Notary Public

US R S $ 2.00

RECEIVED THE 20TH DAY OF SEPT A D 1920 AT 8:57 O CLOCK A M

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