INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SEVENTEEN HUNDRED AND FIFTY ($1750.00) DOLLARS, of which ONE HUNDRED AND NO/100 ($100.00) DOLLARS has been paid in cash by ELIZA DAVIS, the receipt of which is hereby acknowledged, and for the remainder SIXTEEN HUNDRED AND FIFTY ($1650.00) DOLLARS the said ELIZA DAVIS has EXECUTED HER EIGHTY TWO PROMISSORY NOTES OF EVEN DATE HEREWITH, EIGHTY ONE BEING FOR THE SUM OF $20.00 EACH AND ONE NOTE FOR $30.00, THESE NOTES ARE PAYABLE TO THE ORDER OF MARY G. MANNION, AND THE FIRST ONE OF SAID NOTES IS DUE SEPT. 23RD., 1922, AND THE OTHERS, ONE ON THE 23RD. OF EACH SUCCESSIVE MONTH THEREAFTER UNTIL JUNE 23RD., 1929, WHEN THE LAST NOTE IS DUE

The [illegible] Note for $1750.00 each, [illegible] having been paid in full, is [illegible] the lien [illegible] and holder thereof [illegible] hereby released the lien retained upon the within described property, held to secure the payment of said notes. This 17 day of [illegible] 1922

Witness: [illegible] By [illegible] Deputy Register

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, MARY G. MANNION AND HUSBAND, T.A. MANNION

have this day bargained and sold, and do hereby transfer and convey, unto the said ELIZA DAVIS, TO HER SOLE AND SEPERATE USE, FREE FROM THE DEBTS AND USES OF HER PRESENT OR ANY FUTURE HUSBAND SHE MAY HEREAFTER HAVE HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERN 2/3 OF LOT NO. 11 IN SPAIN'S PLAN, NOT OF RECORD, AND FRONTS 33 1/3 FEET ON THE SOUTH SIDE OF HASLAM STREET, AND BEING PART OF LOT NO. 180 IN JNO MC'NAIRY'S MANSION HOUSE PLAN, A PLAN OF WHICH IS RECORDED ON THE FRONT FLY LEAF OF BOOK NO. 9, IN THE REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT OR PARCEL OF LAND HEREIN CONVEYED BEGINS AT MARY AGNES MELODY'S N. E. CORNER AND RUNS THENCE EASTWARDLY 33 1/3 FEET ALONG THE SOUTH MARGIN OF HASLAM STREET; THENCE SOUTHWARDLY 129 FEET, MORE OR LESS, TO AN ALLEY; THENCE WESTWARDLY 33 1/3 FEET TO MARY AGNES MELODY'S S.E. CORNER; THENCE NORTHWARDLY ALONG MELODY'S EAST LINE 129 FEET, MORE OR LESS, TO THE BEGINNING, AND BEING THE SAME PROPERTY CONVEYED TO MARY G. MANNION BY DEED FROM MATTIE A. YOUNG DATED SEPT 4TH., 1915, AND RECORDED IN BOOK NO. 476, PAGE 277, R.O.D.C. TENNESSEE. PURCHASER ASSUMES AND AGREES TO PAY 1922 STATE AND COUNTY TAXES.

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ELIZA DAVIS TO HER SOLE AND SEPERATE USE, FREE FROM THE DEBTS AND USES OF HUSBAND SHE MAY HEREAFTER HAVE, HER PRESENT OR ANY FUTURE heirs and assigns, forever. 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 unincumbered.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ELIZA DAVIS, HER 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, I, the said ELIZA DAVIS do hereby transfer and convey unto T.A. MANNION, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I, the said ELIZA DAVIS, 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 $1400.00 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.

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 pay them when due; and in case I 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 I, the said ELIZA 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 I 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 I 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.

I 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. I 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.

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 ELIZA DAVIS, HER 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 T.A. MANNION 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 MARY G. MANNION AND HUSBAND, T.A. MANNION and ELIZA DAVIS, hereunto set our hands at NASHVILLE, Tennessee, this, the 23RD day of AUGUST, 1922.

MARY G. MANNION
T.A. MANNION
ELIZA 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 MARY G. MANNION AND HUSBAND T.A. MANNION AND ELIZA 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 G. MANNION T.A. MANNION wife of the said having appeared before me privately and apart from HER husband, the said MARY G. MANNION, 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 AUGUST, 1922.

My commission expires on the [illegible] day of [illegible], 192[illegible] SEAL H.M. CLUNAN, 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 bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

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

U.S.R.S. $2.00
RECD., AUG. 25TH., 1922, AT 12:09 P.M.