INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of (#1200.00)TWELVE HUNDRED AND NO/100, DOLLARS of which (#100.00)ONE HUNDRED AND NO/100, DOLLARS has been paid in cash by PHILLP HOLT AND WIFE,HATTIE HOLT, the receipt of which is hereby acknowledged, and for the remainder OF #1100.00), ELEVEN HUNDRED AND NO/100, DOLLARS the said PHILLP HOLT AND WIFE,HATTIE HOLT, ha VE EXECUTED THEIR(73)SEVENTY THREE JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH,PAYABLE TO THE ORDER OF WILL BUFORD,(72)SEVENTY TWO OF SA'D NOTES BEING FOR THE SIM OF #15.00,EACH AND THE 73RD,OR LAST NOTE,BEING FOR #20.00.THE FIRST ONE OF SAID NOTES IS DUE ON OR BEFORE MAY,1,1925,AND ONE ON THE FIRST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID.

AFTER MATURITY,
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,WILL BUFORD AND WIFE,LULA BUFORD, have this day bargained and sold, and do hereby transfer and convey unto the said PHILIP HOLT AND WIFE,HATTIE HOLT,THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING IN 6TH(FORMERLY 9TH)CIVIL DISTRICT,SUBDIVISION OF BLOCKS 1 & 2,CUMBERLAND NURSERIES AS OF RECORD IN BOOK NO.161,PAGE NO.35,REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.BEING LOTS 15 & 16,.LOT NO.15 FRONTS 50 FEET ON THE SOUTH SIDE OF JOINER AVE.AND RUNS BACK BETWEEN PARALLEL LINES,150 FT,TO AN ALLEY.LOT NO.16 FRONTS 34 FEET ON THE SOUTH SIDE OF JOINER AVE. AND RUNS BACK 150 FEET TO AN ALLEY AND SHOWS 32 FEET ON SAID ALLEY,AND BEING THE SAME PROPERTY CONVEYED TO WILL BUFORD,AS OF RECORD IN BOOK NO.529,PAGE NO.252,REGISTER'S OFFICE,DAVIDSON COUNTY,TENNESSEE.

The entire debt secured herein having been paid in full to me, the lawful owner and holder, thereof, I hereby release the lien on the within described property, held to secure the same. This May 6th 1924
Witness: [illegible] Deputy Register

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said PHILIP HOLT AND WIFE,HATTIE HOLT,THEIR, 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 unincumbered.

WE, further covenant and bind OURSELVES,OUR heirs and representatives, to warrant and forever defend the title to said real estate to said PHILIP HOLT AND WIFE,HATTIE HOLT,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, the said PHILIP HOLT AND WIFE,HATTIE HOLT, do hereby transfer and convey unto A.N.KIRTLAND, 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 PHILIP HOLT AND WIFE,HATTIE HOLT, 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 $ 500.00, 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 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 PHILIP HOLT AND WIFE,HATTIE HOLT, 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 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 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 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 WILL BUFORD AND WIFE,LULA BUFORD,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 A.N.KIRTLAND, 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 WILL BUFORD AND WIFE,LULA BUFORD, and PHILIP HOLT AND WIFE,HATTIE HOLT, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of MAY, 1924 MIS
Witness as to Signatures: A H. Campbell, Helen Miller

WILL X BUFORD.
MARK.
LULA BUFORD.
PHILIP HOLT. HATTIE L.HOLT.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, D.M.VINCY, a Notary Public in and for said County and State, the within-named WILL BUFORD AND WIFE,LULA BUFORD, AND PHILIP HOLT AND WIFE,HATTIE HOLT, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY, executed the within instrument for the purposes therein contained.

And LULA BUFORD AND HATTIE HOLT,WIVES, wi of the said WILL BUFORD AND PHILIP HOLT, having appeared before me privately and apart from THEIR, husband S, the said LULA BUFORD AND HATTIE HOLT, acknowledged the execution of the said instrument to have been done by THEM, freely, voluntarily, and understandingly, without compulsion or constraint from THEIR, said husband S, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 3RD, day of MAY, 1924.
My commission expires on the day of , 192 (SEAL) D.M.VINCY, Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

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

And , wi of the said , having appeared before me privately and apart from husband , the said , 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 , Tennessee, this day of , 192...
My commission expires on the day of , 192.... , Notary Public.

U.S.R.S.#1.50.
RECD.MAY,5,1924 AT 10:41 A.M.