INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND ($3000.00) DOLLARS
of which ONE THOUSAND ($1000.00) DOLLARS has been paid in cash by
MATTIE S.JOHNSON, the receipt of which is hereby acknowledged, and for the remainder
TWO THOUSAND ($2000.00) DOLLARS the said MATTIE S.JOHNSON
has EXECUTED HER THIRTEEN 13 PROMISSORY NOTES, TWELVE OF WHICH ARE IN THE SUM OF ONE HUNDRED AND FIFTY ($150.00) DOLLARS EACH,

AND THE LAST, OR THIRTEENTH NOTE, BEING IN THE SUM OF TWO HUNDRED ($ 200.00) DOLLARS, BEARING DATE OF AUGUST 28,1925, AND PAYABLE TO THE ORDER OF JESSE JORDAN STEPHENS, THE FIRST ONE OF SAID NOTES IS DUE AND PAYABLE ON OR BEFORE NOVEMBER 28,1925, AND THE OTHERS ON OR BEFORE EVERY 3 MONTHS RESPECTIVELY THEREAFTER.

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, JESSE AND JORDAN STEPHENS AND WIFE MAUD ELLEN STEPHENS,
have this day bargained and sold, and do hereby transfer and convey unto the said MATTIE S.JOHNSON, HER
heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO.25 IN ISAAC PAUL'S ELYSIAN GROVE PLAN, AS OF RECORD IN BOOK NO.1, PAGE 134, OF THE CHANCERY COURT OF DAVIDSON COUNTY, TENNESSEE. SAID LOT NO.25 FRONTS 46 FEET ON THE WEST SIDE OF SECOND AVENUE, SOUTH, FORMERLY MARKET STREET, AND EXTENDS BACK BETWEEN PARALLEL LINES 137 FEET, MORE OR LESS, TO AN ALLEY, AND BEING THE SAME PROPERTY WHICH WAS CONVEYED TO JESSE JORDAN STEPHENS BY WARRANTY DEED FROM BRANSFORD REALTY COMPANY, SAID DEED BEARING DATE OF MAY 12,1920, AND OF RECORDED IN BOOK NO. 550, PAGE 80, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. THE PURCHASER ASSUMES AND AGREES TO PAY THE CITY AND STATE AND COUNTY TAXES ASSESSED AGAINST SAID PROPERTY FOR THE YEAR 1925, AND THE REMAINING THREE 3 INSTALLMENTS OF THE ABUTTING PROPERTY TAX.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MATTIE S.JOHNSON, HER
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 MATTIE S.JOHNSON 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 ten 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 WE in hand paid, I the said MATTIE S.JOHNSON
do hereby transfer and convey unto E.B.MALTON 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 MATTIE S.JOHNSON 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 $ 2000.00 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.

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 herein, the same to bear interest from the date of such payment.

Now, if I, the said MATTIE S.JOHNSON, 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, 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 recitals may be had at any sale under this trust conveyance.

I 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. 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, whether due and payable or not, and all sums expended in the preservation of said property, as herein authorized.

4th. The residue, if any, will be paid to MATTIE S.JOHNSON, HER HEIRS 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 ten notes, or a majority thereof, may appoint by instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to E.B.MALTON, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and shall be entitled to no fee or account of settlement or relation to his trusteeship.

In Witness Whereof, We, the said JESSE JORDAN STEPHENS AND WIFE MAUD ELLEN STEPHENS and I MATTIE S.JOHNSON, UNMARRIED, hereunto set our hands at NASHVILLE, Tennessee, this the 28TH day of AUGUST 1925.

JESSE JORDAN STEPHENS
MAUD ELLEN STEPHENS
MATTIE S. JOHNSON

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY

Personally appeared before me BAXTER CATO, a Notary Public in and for said County and State, the within-named JESSE JORDAN STEPHENS AND WIFE MAUD ELLEN STEPHENS AND MATTIE S. STEPHENS JOHNSON, UNMARRIED, the bargainors with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MAUD ELLEN STEPHENS, wife of the said JESSE JORDAN STEPHENS having appeared before me privately and apart from HER husband the said MAUD ELLEN STEPHENS 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 28TH day of AUGUST 1925.
My commission expires on the 1ST day of JANUARY 1927. (SEAL) BAXTER CATO 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, wife 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.$3.00
REC'D. AUG.29,1925 AT 9:25 A.M.