INSTALLMENT DEED

NO/100.

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND FIVE HUNDRED ($5,500.00) AND NO/ DOLLARS of which TWELVE HUNDRED FIFTY ($1,250.00) AND NO/100 DOLLARS has been paid in cash by W. B.EDWARDS AND WIFE,MINNIE MOSELY EDWARDS, receipt of which is hereby acknowledged, and for the remainder OF FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS, ($4,250.00) AND NO/100 the said W. B.EDWARDS AND WIFE,MINNIE MOSELY EDWARDS ASSUME AND AGREE TO PAY A NOTE IN THE SUM OF $2,500.00 ,EXECUTED BY A.K.HEAD AND WIFE,HELEN E.HEAD,SECURED BY DEED OF TRUST TO R. W.NICLEMORE,TRUSTEE FOR THE CENTRAL TRUST COMPANY,OF RECORD IN BOOK NO. _____,PAGE NO._____OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE;SAID NOTE MATURES THREEYEARS FROM MARCH 1,1926, AND BEARS INTEREST AT THE RATE OF 5-1/2% PER ANNUM,PAYABLE SEMI-ANNUALLY;AND HAVE EXECUTED TO THE ORDER OF A.K.HEAD, A SERIES OF 49 NOTESOF EVEN DATE HEREWITH AS FOLLOWS: NOTE NO.1 BEING IN THE SUM OF $44.75, AND EACH OF THE NEXT SUCCEEDING NOTES THEREAFTER BEING FOR AN AMOUNT 18 CENTS LESS THAN THE PRECEEDING NOTE,EXCEPT THE 49TH ,OR LAST NOTE,WHICH IS IN THE SUM OF $22.11 THE FIRST OF SAID NOTES MATURING APRIL 20,1926, AND THE OTHERS,ON OR BEFORE ONE EACH MONTH THEREAFTER,UNTIL ALL ARE PAID;AND NONE OF SAID NOTES SHALL BEAR INTEREST EXCEPT AFTER MATURITY,AS THE INTEREST HAS BEEN COMPUTED AND ADDED IN TO THE FACE OF EACH NOTE;

all of said notes ~~bearing six per cent interest from date, and~~ providing for payments 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, A.K.HEAD AND WIFE,HELEN E.HEAD

have this day bargained and sold, and do hereby transfer and convey unto the said W. B.EDWARDS AND WIFE,MINNIE MOSELY EDWARDS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE WESTERLY ONE-HALF OF LOT NO.57 ON THE PLAN OF INGLEWOOD PLACE AS OF RECORD IN BOOK NO.332,PAGE 101 OF THE REGISTER'S OFFICE FOR SAID COUNTY. SAID PART OF SAID LOT NO.57 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF SHELTON AVENUE, AND RUNS BACK 204.5 FEET ON THE WEST LINE,AND 202.35 FEET,MORE OR LESS,ON THE EAST LINE,TO A DEAD LINE,AND SHOWS 50 FEET ON SAID DEAD LINE;

BEING THE SAME PROPERTY CONVEYED TO A.K.HEAD AND WIFE,HELEN E.HEAD,BY DEED FROM THE BOOK AGENTS OF THE M.E.CHURCH SOUTH,OF RECORD IN BOOK NO.~~597~~, PAGE 339, R.O.D. C.,TENNESSEE.

IT IS UNDERSTOOD AND AGREED AND MADE A PART OF THIS CONVEYANCE,THAT THE $2500.00 NOTE HEREIN ASSUMED,SHALL REMAIN A FIRST,OR PRIOR LIEN TO THE SERIES OF MONTHLY PAYMENTS NOTES HEREIN DESCRIBED;LIKEWISE ANY RENEWAL,REPLACEMENT OR EXTENSION OF SAID LOAN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W. B.EDWARDS, AND WIFE,MINNIE MOSELY EDWARDS,THEIR heirs and assigns forever, WE covenant that ~~WE~~ 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, EXCEPT AS HEREIN DESCRIBED,E AND BY THE 1926 TAXES,WHICH THE PURCHASERS ASSUME AND AGREE TO PAY.

WE further covenant and bind OURSELVES,OUR heirs and representatives, to warrant and forever defend the title to said real estate to said W. B.EDWARDS AND WIFE,MINNIE MOSELY EDWARDS,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 W. B.EDWARDS AND WIFE,MINNIE MOSELY EDWARDS do hereby transfer and convey unto P.V.FORTE 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 W. B.EDWARDS AND WIFE,MINNIE MOSELY EDWARDS 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 $ 3,500.00 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 agrees 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 herein, the same to bear interest from the date of such payment.

Now, if WE the said W. B.EDWARDS AND WIFE,MINNIE MOSELY EDWARDS 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 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, 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 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 W. B.EDWARDS AND WIFE,MINNIE MOSELY EDWARDS,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-matured 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 P.V.FORTE 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 of settlement in relation to his trusteeship.

In Witness Whereof, We, the said A.K.HEAD AND WIFE,HELEN E.HEAD and W.B.EDWARDS AND WIFE MINNIE MOSELY EDWARDS hereunto set our hands at NASHVILLE, Tennessee, this the 20TH DAY OF MARCH 1926

A.K.HEAD
HELEN E.HEAD
W. B.EDWARDS,
MINNIE MOSELEY EDWARDS

~~ACKNOWLEDGMENT BEFORE NOTARY PUBLIC~~

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.W.GRAHAM a Notary Public in and for said County and State, the within-named A.K.HEAD AND WIFE,HELEN E.HEAD AND W. B.EDWARDS AND WIFE,MINNIE MOSELEY EDWARDS the bargainor S with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And HELEN E.HEAD AND MINNIE MOSELY EDWARDS wife YES of the said A.K.HEAD AND W. B.EDWARDS,RESPECTIVELY having appeared before me privately and apart from THEIR husbandS the said HELEN E.HEAD AND MINNIE MOSELEY EDWARDS acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbandS and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE Tennessee, this 23 day of MARCH 1926
My commission expires on the 6 day of OCT. 1928 (SEAL) J.W.GRAHAM 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.$55.00

REC'D.MAR.26,1926 AT 2:33 P.M.