INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND AND FIFTY ($1050.00)(AND THE ASSUMPTION OF TAXES FOR YEAR 1922) DOLLARS of which ONE HUNDRED ($100.00) DOLLARS has been paid in cash by PETER TOLLIVER AND FRANKIE TOLLIVER, the receipt of which is hereby acknowledged, and for the remainder OF NINE HUNDRED AND FIFTY($950.00) DOLLARS, the said PETER TOLLIVER AND FRANKIE TOLLIVER HAVE EXECUTED AND DELIVERED THEIR FORTY EIGHT JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH TWO FOR THE SUM OF $15.00 EACH AND FORTY SIX FOR THE SUM OF $20.00 EACH PAYABLE TO THE ORDER OF MARY L. DODD; THE FIRST ONE OF SAID NOTES FALLING DUE ON OR BEFORE THE 12TH OF NOVEMBER 1922 AND ONE ON OR BEFORE THE 12TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL SHALL HAVE BECOME DUE.

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. I, MARY L. DODD, A WIDOW, have this day bargained and sold, and do hereby transfer and convey unto the said PETER TOLLIVER AND FRANKIE TOLLIVER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LOCATED IN THIRD CIVIL DISTRICT AND DESCRIBED AS FOLLOWS: BEING ALL OF LOTS NOS. 10,11, 12 AND THE NORTHERLY 60 FEET OF LOT NO. 9, ON THE PLAN OF MRS. LENA MYERS' SUBDIVISION IN THE OLD 15TH CIVIL DISTRICT OF DAVIDSON COUNTY,TENNESSEE, AS OF RECORD IN BOOK NO. 151, PAGE 4, R.O.D.C.TENN.

SAID LOT NO. 10 FRONTS 64-1/6 FEET ON THE SOUTHERLY SIDE OF STONE'S RIVER PIKE AND RUNS BACK WITH THE EASTERLY MARGIN OF AN UNNAMED STREET ABOUT 160 FEET TO AN ALLEY AND SHOWS ABOUT 83 FEET ON SAID ALLEY;

SAID LOTS 11 AND 12 FRONT 64-1/6 FEET EACH ON THE SOUTHERLY SIDE OF STONE'S RIVER PIKE AND RUN BACK BETWEEN PARALLEL LINES 160 FEET TO AN ALLEY.

SAID NORTHERLY PART OF LOT NO. 9 FRONTS 60 FEET ON THE EASTERLY SIDE OF AN UNNAMED STREET AND RUNS BACK WITH THE SOUTHERLY MARGIN OF AN ALLEY BETWEEN PARALLEL LINES ABOUT 200 FEET TO AN ALLEY IN THE REAR AND BEING THE SAME PROPERTY CONVEYED BY DEED FROM L.V. SCHMITTOU, UNMARRIED TO MARY L. DODD FOR HER SOLE AND SEPARATE USE, AS OF RECORD IN BOOK NO. 494, PAGE 422, R.O.D.C.TENN.

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 payment of said debt. This 2 day of Oct. 1926.

Attest: S.L. Wright Register Davidson County, Tenn.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said PETER TOLLIVER AND FRANKIE TOLLIVER, THEIR heirs and assigns, forever. I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered. EXCEPT 1922 TAXES.

I further covenant and bind MYSELF, AND MY heirs and representatives, to warrant and forever defend the title to said real estate to said PETER TOLLIVER AND FRANKIE TOLLIVER, 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 any proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, for the consideration of One Dollar to US in hand paid WE, the said PETER TOLLIVER AND FRANKIE TOLLIVER bargain and convey unto W.B. BALLARD 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 PETER TOLLIVER AND FRANKIE TOLLIVER, 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 $ 300.00 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 PETER TOLLIVER AND FRANKIE TOLLIVER, 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, 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 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.

2nd. 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 PETER TOLLIVER AND FRANKIE TOLLIVER, OR 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 W.B. BALLARD, 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 relaion to his trusteeship.

In Witness Whereof, We, the said MARY L. DODD A WIDOW and PETER TOLLIVER AND FRANKIE TOLLIVER, hereunto set our hands at NASHVILLE, Tennessee, this the 12TH DAY OF OCT., 1922.

MARY L. DODD
PETE TOLLIVER
FRANKIE TOLLIVER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, S.L. WRIGHT, a Notary Public in and for said County and State, the within-named MARY L. DODD AND PETER TOLLIVER AND FRANKIE TOLLIVER the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And FRANKIE TOLLIVER WIFE XXX of the said PETER TOLLIVER having appeared before me privately and apart from HER husband, the said FRANKIE TOLLIVER, 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 12TH day of OCT., 1922.

My commission expires on the ____ day of ____, 192__ (SEAL) S.L. WRIGHT, 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.$1.50

REC'D JULY 26, 1926 AT 10:02 A.M.