P.W.JAKES ET UX. TO S.L.FELTS ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND ($5000.00) DOLLARS of which FIVE HUNDRED ($500.00) DOLLARS has been paid in cash by S.L.FELTS AND WIFE JANE JACKSON FELTS, the receipt of which is hereby acknowledged, and for the remainder FOUR THOUSAND FIVE HUNDRED ($4500.00) DOLLARS, the said S.L.FELTS AND WIFE JANE JACKSON FELTS ha WE ASSUMED THE PAYMENT OF $2500.00 REPRESENTED BY ONE PRINCIPAL NOTE OF $2500.00 DUE THE AMERICAN TRUST CO. JUNE 1. 1929 ,AND THE SEMI-ANNUAL INTEREST NOTES DUE ON THE FIRST DAY OF JUNE AND DECEMBER OF EACH EVERY YEAR. SAID NOTES ARE SECURED BY DEED OF TRUST ON THE PROPERTY HEREINAFTER CONVEYED WHICH DEED OF TRUST IS RECORDED IN BOOK 698 ,PAGE 96 A. OF THE REGISTERS OFFICE OF DAVIDSON COUNTY , TENNESSEE.; AND FOR THE BALANCE OF $2000.00 THE SAID S.L.FELTS AND WIFE JANE JACKSON FELTS HAVE EXECUTED AND DELIVERED TO P.W.JAKES FIFTY SIX (56) NOTES FOR $35.00 EACH AND ONE (8) NOTE FOR $40.00 .ALL OF SAID NOTES DATED OCTOBER 1,1926 AND MATURE THE FIRST ON NOVEMBER 1, 1926 ,AND THE FIRST DAY OF EACH SUBSEQUENT MONTH UNTIL ALL ARE PAID.

I hereby certify that I am the true and lawful holder of 210 of the 224 notes mentioned in the instrument within mentioned, and hereby acknowledge the payment and discharge of the lien to secure the same this 2nd day of July 1962

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 P.W.JAKES AND WIFE LEILA MAE JAKES have this day bargained and sold, and do hereby transfer and convey unto the said S.L.FELTS AND WIFE JANE JACKSON FELTS, THEIR heirs and assigns, certain real estate in Davidson County Tennessee, as follows: THE NORTHERLT 50 FEET OF THE SOUTHERLY 60 FEET OF LOT NO. 447 ON THE PLAN OF THE RICHLAND REALTY COMPANYS DIVISION "C" AS OF RECORD IN BOOK 421 ,PAGE 31, REGISTERS OFFICE FOR DAVIDSON COUNTY ,TENNESSEE. DESCRIBED AS FOLLOWS; BEGINNING ON THE EASTERLY MARGIN OF CRAIGHEAD STREET ,10 FEET NORTHERLY FROM THE CORNER OF LOTS NOS.447 AND 448; THENCE EASTERLY ,PARALLEL WITH THE LINE BETWEEN SAID TWO LOTS,216 FEET MORE OR LESS , TO THE WESTERLY MARGIN OF AN ALLEY;THENCE WITH THE WESTERLY MARGIN OF SAID ALLEY ,NORTHERLY 54 FEET TO THE CORNER OF LOTS NOS. 447 AND 446; THENCE WESTERLY 220 FEET, MORE OR LESS , TO A POINT ON THE EASTERLY MARGIN OF CRAIGHEAD STREET 30 FEET SOUTHERLY FROM THE CORNER OF SAID LOTS NOS. 446 AND 447 .THENCE WITH THE EASTERLY MARGIN OF SAID STREET SOUTHERLY 50 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO P.W.JAKES BY DEED OF RECORD IN BOOK 692 ,PAGE 461 OF THE REGEISTERS OFFICE OF DAVIDSON COUNTY TENNESSEE.

THE PURCHASERS ASSUME THE TAXES FOR THE YEAR 1926.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said S.L.FELTS AND WIFE JANE JACKSON FELTS, 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 and heirs and representatives, to warrant and forever defend the title to said real estate to said S.L.FELTS AND WIFE JANE JACKSON FELTS, 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 S.L.FELTS AND WIFE JANE JACKSON FELTS do hereby grant, bargain and convey unto HENRY SMITH 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 S.L.FELTS AND WIFE JANE JACKSON FELTS, 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 $4000.00 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 S.L.FELTS AND JANE JACKSON FELTS, 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 [illegible] 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 S.L.FELTS AND WIFE JANE JACKSON FELTS, 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 HENRY SMITH, 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 P.W.JAKES AND WIFE LEILA MAE JAKES and S.L.FELTS & WIFE JANE JACKSON FELTS, hereunto set our hands at NASHVILLE, Tennessee, this the 11TH DAY OF SEPTEMBER, 1926.

P.W.JAKES
LEILA MAE JAKES
S.L.FELTS
JANE JACKSON FELTS

(SEAL)

ACKNOWLEDGED BEFORE NOTARY PUBLIC. MY COM.EXPIRES OCT.6, 1926.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOHN U.WILSON, a Notary Public in and for said County and State, the within-named P.W.JAKES AND WIFE LEILA MAE JAKES AND S.L.FELTS AND WIFE JANE JACKSON FELTS, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LEILA MAE JAKES AND JANE JACKSON FELTS, wi VES of the said P.W.JAKES AND S.L.FELTS RESPECTIVELY having appeared before me privately and apart from THEIR husbands, the said LEILA MAE JAKES AND JANE JACKSON FELTS, 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, DAVIDSON COUNTY Tennessee, this 11TH day of SEPT., 1926.

My commission expires on the 6TH day of OCTOBER, 1928. (SEAL) JOHN U.WILSON, 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 _____, 19__.

My commission expires on the _____ day of _____, 19__. _____, Notary Public.

RECEIVED SEPT. 16TH 1926 AT 2..45 P.M.