INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $2850.00 TWENTY EIGHT HUNDRED FIFTY AND NO/100 DOLLARS of which TWO HUNDRED ($200.00) AND NO/100 DOLLARS has been paid in cash by WALTER LEE BROWN AND WIFE ,GRACE BROWN the receipt of which is hereby acknowledged, and for the remainder $2650.00 TWENTY SIX HUNDRED FIFTY AND NO/100 DOLLARS, the said WALTER LEE BROWN AND WIFE GRACE BROWN ha WE EXECUTED THEIR EIGHTY EIGHT (88) JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH OF WHICH EIGHTY SEVEN (87) OF SAID NOTES ARE EACH IN THE SUM OF THIRTY ($30.00) DOLLARS , AND ONE (1) NOTE IN THE SUM OF FORTY $40.00 DOLLARS THE FIRST ONE OF SAID NOTES DUE AND PAYABLE ON THE FIRST DAY OF NOV. 1926 AND ONE OTHER NOTE DUE AND PAYABLE ON OR BEFORE THE FIRST DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL OF SAID NOTES SHALL BECOME DUE AND PAYABLE .ALL OF SAID NOTES DUE AND PAYABLE TO J.W.SHEPERD AND WIFE , JULIA SHEPERD OR ORDER.

WE, the said J.W.SHEPERD AND WIFE, JULIA SHEPERD

have bargained and sold, and do hereby transfer and convey unto the said WALTER LEE BROWN AND WIFE , THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:BEING LOT NO. 35 IN THE MONTROSE PLACE , A PLAN OF WHICH IS OF RECORD IN BOOK NO. 57 , PAGE 93 OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY ,TENNESSEE.
SAID LOT NO. 35 FRONTS 50 FEET ON THE NORTHERLY SIDE OF GILMORE AVENUE , AND FRONTS RUNS BACK BETWEEN PARALLEL LINES 160 FEET , MORE OR LESS, TO AN ALLEY .
AND IS THE SAME PROPERTY THAT WAS CONVEYED BY DEED OF H.H.PHELPS AND WIFE ,MAUD PHELPS . TO THE SAID J.W.SHEPHERD , ON THE 14TH DAY OF MARCH 1917, SEE DEED OF RECORD IN BOOK NO. 496 PAGE 189 , OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE,
THE GRANTORS HEREOF HEREBY AGREE TO PAY THE CITY TAX FOR THE YEAR OF 1926 ON THE WITHIN DESCRIBED AND CONVEYED PROPERTY AND THE GRANTEES HEREOF HEREBY AGREE TO PAY THE STATE AND COUNTY TAXES FOR THE YEAR OF 1926 ON THE SAME.

WE, the said J.W.SHEPERD AND WIFE, JULIA SHEPERD

have bargained and sold, and do hereby transfer and convey unto the said WALTER LEE BROWN AND WIFE GRACE BROWN , THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:BEING LOT NO. 35 IN THE MONTROSE PLACE , A PLAN OF WHICH IS OF RECORD IN BOOK NO. 57 , PAGE 93 OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY ,TENNESSEE.
SAID LOT NO. 35 FRONTS 50 FEET ON THE NORTHERLY SIDE OF GILMORE AVENUE , AND FRONTS RUNS BACK BETWEEN PARALLEL LINES 160 FEET , MORE OR LESS, TO AN ALLEY .
AND IS THE SAME PROPERTY THAT WAS CONVEYED BY DEED OF H.H.PHELPS AND WIFE ,MAUD PHELPS . TO THE SAID J.W.SHEPHERD , ON THE 14TH DAY OF MARCH 1917, SEE DEED OF RECORD IN BOOK NO. 496 PAGE 189 , OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE,
THE GRANTORS HEREOF HEREBY AGREE TO PAY THE CITY TAX FOR THE YEAR OF 1926 ON THE WITHIN DESCRIBED AND CONVEYED PROPERTY AND THE GRANTEES HEREOF HEREBY AGREE TO PAY THE STATE AND COUNTY TAXES FOR THE YEAR OF 1926 ON THE SAME.

WE, the said WALTER LEE BROWN AND WIFE GRACE BROWN

have bargained and sold, and do hereby transfer and convey unto the said WALTER LEE BROWN AND WIFE GRACE BROWN , THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:BEING LOT NO. 35 IN THE MONTROSE PLACE , A PLAN OF WHICH IS OF RECORD IN BOOK NO. 57 , PAGE 93 OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY ,TENNESSEE.
SAID LOT NO. 35 FRONTS 50 FEET ON THE NORTHERLY SIDE OF GILMORE AVENUE , AND FRONTS RUNS BACK BETWEEN PARALLEL LINES 160 FEET , MORE OR LESS, TO AN ALLEY .
AND IS THE SAME PROPERTY THAT WAS CONVEYED BY DEED OF H.H.PHELPS AND WIFE ,MAUD PHELPS . TO THE SAID J.W.SHEPHERD , ON THE 14TH DAY OF MARCH 1917, SEE DEED OF RECORD IN BOOK NO. 496 PAGE 189 , OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE,
THE GRANTORS HEREOF HEREBY AGREE TO PAY THE CITY TAX FOR THE YEAR OF 1926 ON THE WITHIN DESCRIBED AND CONVEYED PROPERTY AND THE GRANTEES HEREOF HEREBY AGREE TO PAY THE STATE AND COUNTY TAXES FOR THE YEAR OF 1926 ON THE SAME.

WALTER LEE BROWN AND WIFE GRACE BROWN THEIR

WE good right to convey it and that it 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 WALTER LEE BROWN AND WIFE GRACE BROWN , 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 WALTER LEE BROWN AND WIFE GRACE BROWN do hereby transfer and convey unto C.E.W.DORRIS Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid,

WE, the said WALTER LEE BROWN AND WIFE, GRACE BROWN, 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 $ 2500.00 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 WALTER LEE BROWN AND WIFE GRACE BROWN, 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 to the purchaser a deed to said property in fee simple, with full power of conveyance in the premises. The recitals in the deed of the Trustee or his successor in trust shall be sufficient evidence of the truth of the matters therein stated, and all prerequisites to the sale shall be presumed to have been performed, and the Trustee or his successor in trust shall not be required to produce in court the notes secured hereby in order to make sale hereunder, but may sell at any sale before 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, in the performance of duty in any litigation which may arise in the execution of this conveyance or the collection of the notes hereby secured, or any of them, or any renewal thereof.

2nd. To the payment of all taxes, levies, or assessments of every kind and character which may be due and unpaid on said property at the time of such sale, whether the same be then payable by law or not, and all prior liens or charges upon said property which the Trustee may be legally authorized to pay.

3rd. The residue, if any, will be paid to WALTER LEE BROWN AND WIFE GRACE BROWN, or their representatives or assigns.

In case of the death, absence, inability, or refusal to act of the Trustee at any time when action under the foregoing 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 C.E.W.DORRIS Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond for the faithful performance thereof, and shall not be required to file any account of settlement in relation to his trusteeship.

In Witness Whereof, We, the said J.W.SHEPHERD AND WIFE, JULIA SHEPHERD and WALTER LEE BROWN AND WIFE GRACE BROWN, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST DAY OF NOVEMBER, 1926.

J.W.SHEPHERD
JULIA SHEPHERD
WALTER LEE BROWN
GRACE BROWN.

ACKNOWLEDGMENT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRED K. JONES, a Notary Public in and for said County and State, the within-named WALTER LEE BROWN AND WIFE GRACE BROWN, the bargainor S, with whom I am personally acquainted (or proved to me on the oath of), and who acknowledged that they executed the within instrument for the purposes therein contained.

And GRACE BROWN, wife of the said WALTER LEE BROWN, having appeared before me privately and apart from HER husband, JULIA SHEPHERD AND GRACE BROWN, and the execution of the said instrument to have been done by HER of HER own free will, without compulsion or constraint from HER husband, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 3RD day of NOVEMBER, 1926.

My commission expires on the 2ND day of JUNE, 1928. FRED K. JONES, Notary Public.

STATE OF TENNESSEE, ALABAMA JEFFERSON COUNTY.

Personally appeared before me, J.C.BRYANT, a Notary Public in and for said County and State, the within-named J.W.SHEPHERD AND WIFE, JULIA SHEPHERD, the bargainor S, with whom I am personally acquainted (or proved to me on the oath of), and who acknowledged that they executed the within instrument for the purposes therein contained.

And JULIA SHEPHERD, wife of the said J.W.SHEPHERD, having appeared before me privately and apart from HER husband, J.W.SHEPHERD, and 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 BIRMINGHAM ALABAMA, Tennessee, this 3RD day of NOVEMBER, 1926.

My commission expires on the 14TH day of MAY, 1928. (SEAL) J.C.BRYANT, Notary Public.

RECEIVED NOV. 17TH 1926 AT 2.00 P.M.