NUMBER 91226.

MAUDE MARTIN SMITH ET AL.
TO DEED
ROBERT DAVIS ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $1,800.00 ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS of which ONE HUNDRED AND FIFTY ($150.00) AND NO/100 DOLLARS has been paid in cash by ROBERT DAVIS AND WIFE M.E.DAVIS., the receipt of which is hereby acknowledged, and for the remainder $1.650.00 ONE THOUSAND SIX HUNDRED FIFTY & NO/100 DOLLARS, the said ROBERT DAVIS AND WIFE M.E.DAVIS ha WE EXECUTED THEIR EIGHTY THREE (83) JOINT PROMISSORY NOTES,OF EVEN DATE HEREWITH ,OF WHICH EIGHTY TWO (82) OF SAID NOTE ARE EACH IN THE SUM OF TWENTY DOLLARS ($20.00) AND ONE THE EIGHTY THIRD AND LAST NOTE IN THE SUM OF TEN DOLLARS (10.00) SAID NOTES DO NOT BEAR INTEREST ONLY AFTER MATUREITY THE INTEREST HAS BEEN COMOUTED ON EACH NOTE AND ADDED TO THE FACE VALUE OF EACH NOTE THEREBY MAKING THE BIG NOTE THE FIRST NOTE DUE WHICH NOTE WITH INTEREST AMOUNTS TO TWENTY EIGHT AND 20/100 ($28.20) DOLLARS AND EACH SUCCEEDING NOTE TEN CENTS LESS THAN THE PRECEEDING NOTE SAME BEING PAID OFF IN ORDER WHICH THEY MATURE UNTO THE LAST OR 83 RD. NOTE WHICH NOTE WITH ITS INTEREST AMOUNTS TO TEN DOLLARS AND 05/100 ($10.05) DOLLARS .THE FIRST ONE OF SAID NOTES DUE AND PAYABLE ON JULY 1ST 1926,AND ONE DUE AND PAYABLE ON OR BEFORE THE FIRST DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL OF SAID NOTES BECOME DUE AND PAYABLE ALL OF WHICH ARE DUE AND PAYABLE TO MAUDE MARTIN SMITH ,OR ORDER.

MATURITY

all of said notes bearing six per cent interest from XXX, 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,MAUDE MARTIN SMITH AND HER HUSBAND JAS.L.SMITH have this day bargained and sold, and do hereby transfer and convey unto the said ROBERT DAVIS AND WIFE M.E.DAVIS THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO 25 IN MAURY AND CLAIBORNES ADDITION TO THE CITY OF NASHVILLE ,WHICH ADDITION IS IN PLAN BOOK NO.21 ,PAGE 84 AND 85 REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

SAID LOT NO.25 FRONTS 35 FEET ON THE SOUTHERLY SIDE OF GREEN STREET AND RUNS BACK BETWEEN PARALLEL LINES 165 FEET TO AN ALLEY .AND IS THE SAME PROPERTY THAT WAS CONVEYED BY DEED OF JOHN DIEHL AND WIFE,EMMA H.DIEHL ,TO MRS.MATTIE MAUDE MARTIN ,WHO IS NOW MRS.MATTIE MAUDE SMITH,AND MRS.MRS.MATTIE MAUDE MARTIN SMITH AND MAUDE MARTIN SMITH ,ARE ONE AND THE SAME PERSON.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge [illegible] the same in full. This [illegible] 1933.

Attest: [illegible] DEPUTY REGISTER

Maude Martin Smith

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ROBERT DAVIS AND WIFE M.E.DAVIS., 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 ROBERT DAVIS AND WIFE M.E.DAVIS., 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 non payment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE, the said ROBERT DAVIS AND WIFE M.E.DAVIS. do hereby transfer and convey unto C.H.POESTON, 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 ROBERT DAVIS AND WIFE M.E.DAVIS., 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 $. 1000.00 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 ROBERT DAVIS AND WIFE M.E.DAVIS., 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 ~~sixty~~ TWO 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~~ TWO 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.

3rd. 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 ROBERT DAVIS AND WIFE M.E.DAVIS., 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 C.H.POLSTON, 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 MAUDE MARTIN SMITH AND HER HUSBAND JAS.L.SMITH. and ROBERT DAVIS AND WIFE M.E.DAVIS., hereunto set our hands at NASHVILLE, Tennessee, this the 1ST. DAY OF JUNE, 1926.

MATTIE MAUDE MARTIN SMITH.
JAS.L.SMITH.
ROBERT DAVIS.
M.E.DAVIS.

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 MAUDE MARTIN SMITH AND HER HUSB ND JAS.L.SMITH .ROBERT DAVIS AND HIS WIFE M.E.DAVIS., the bargainor S., with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MAUDE MARTIN SMITH AND M.E.DAVIS., wi VES of the said JAS.L.SMITH AND ROBERT DAVIS., having appeared before me privately and apart from THEIR husband S, the said MAUDE MARTJN SMITH AND M.E.DAVIS., acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 1ST. day of JUNE, 1926.

My commission expires on the 2ND. day of JULY, 1927. (SEAL) FRED K.JONES., 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 _____, 192____

My commission expires on the _____ day of _____, 192____ _____, Notary Public.

REG.JULY 12TH 1926. AT 11-10 A.M.