NUMBER 95817. L.P. HAYES BLDG. & SALES CO. TO R.T. JUSTICE, ET. UX. RECORDED OCT. 21, 1926.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND THREE HUNDRED FIFTY ($5,350.00) DOLLARS DOLLARS of which NINE HUNDRED AND NO/100 ($900) DOLLARS has been paid in cash by R.T. JUSTICE AND WIFE, IRENE JUSTICE, the receipt of which is hereby acknowledged, and for the remainder $4,450 FOUR THOUSAND FOUR HUNDRED FIFTY AND NO/100 R.T. JUSTICE AND WIFE, IRENE JUSTICE, ha VE ASSUMED THE PAYMENT OF A NOTE OF TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($2,750) TOGETHER WITH THE INTEREST THEREON FROM JULY 20, 1926, WHICH NOTE IS DATED JANUARY 20, 1926, DUE THREE YEARS AFTER DATE AND PAYABLE TO A.B. BENEDICT, VICE-PRESIDENT, TRUSTEE, AND SECURED BY DEED OF TRUST EXECUTED BY W.D. LAMB AND WIFE TO A.B. BENEDICT, VICE-PRESIDENT, TRUSTEE, AND FOR THE BALANCE OF SAID REMAINDER THE SAID R.T. JUSTICE AND WIFE, IRENE JUSTICE, HAVE EXECUTED THEIR FIFTY SIX (56) NOTES OF THIRTY DOLLARS ($30) EACH AND ONE NOTE, THE LAST OF THE SERIES, FOR TWENTY DOLLARS ($20), THE FIRST OF WHICH IS DUE ON OR BEFORE OCTOBER 1, 1926, AND THE REMAINING NOTES OF THE SERIES FALL DUE ONE EACH ON THE FIRST DAY OF EACH MONTH THEREAFTER; AND THE FURTHER CONSIDERATION THAT THE PURCHASER HEREUNDER ASSUMES THE PAYMENT OF THE TAXES ON SAID PROPERTY FOR THE YEAR 1926.

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, THE L.P. HAYES BUILDING AND SALES COMPANY, A CORPORATION, HAS have this day bargained and sold, and do hereby transfer and convey unto the said R.T. JUSTICE AND WIFE, IRENE JUSTICE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LOT NO. 6 ON THE MAP OF THE ALLISON SUBDIVISION AS OF RECORD IN BOOK NO. 547, PAGE 74, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, SAID LOT NO. 6 FRONTS 50 FEET ON THE WESTERLY SIDE OF ALLISON PLACE, AND RUNS BACK BETWEEN PARALLEL LINES, 150 FEET TO THE WEST LINE OF THE ALLISON PROPERTY. AND BEING THE SAME PROPERTY CONVEYED TO THE L.P. HAYES BUILDING AND SALES COMPANY, A CORPORATION, BY DEED OF L.P. HAYES AND WIFE, CORA B. HAYES, AS OF RECORD IN BOOK 714, PAGE 103, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said R.T. JUSTICE AND WIFE, IRENE JUSTICE, THEIR heirs and assigns, forever, IT DOES covenant that IT IS 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 ABOVE STATED. IT DOES further covenant and bind ITSELF, ITS ASSIGNS and representatives, to warrant and forever defend the title to said real estate to said R.T. JUSTICE AND WIFE, IRENE JUSTICE, 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 R.T. JUSTICE AND WIFE, IRENE JUSTICE do hereby transfer and convey unto L.P. HAYES, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

Filed for record this 21st day of Oct. 1926 at 2:00 P.M. and duly recorded this 22nd day of Oct. 1926 at 8:00 A.M. Book 2211, page 93. This deed contains 2 pages. Fee $ paid. Ready to issue certificate of delivery. Amos C. Hayes, Register. By D.D. Hayes, Deputy Register. Jolly & Blair, Atty's for Grantee.

WE, the said R.T. JUSTICE AND WIFE, IRENE JUSTICE, 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 $ 3500.00 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 agree 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 R.T. JUSTICE AND WIFE, IRENE JUSTICE, 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, IF 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.

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 R.T. JUSTICE AND WIFE, IRENE JUSTICE, 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 L.P. HAYES, 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 L.P. HAYES BUILDING AND SALES COMPANY, BY L.P. HAYES, PRES. and R.T. JUSTICE AND WIFE, IRENE JUSTICE, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST DAY OF SEPTEMBER, 1926.

R.T. JUSTICE.
IRENE JUSTICE.
(SEAL) L.P. HAYES, PRES.
HENRY E. JACKSON, SECY.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, GEO. PRESTON BLAIR, a Notary Public in and for said County and State, the within-named R.T. JUSTICE AND WIFE, IRENE JUSTICE, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And IRENE JUSTICE, wife of the said R.T. JUSTICE having appeared before me privately and apart from HER husband, the said IRENE JUSTICE, 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 9TH day of SEPTEMBER, 1926.

My commission expires on the 21ST day of APRIL, 1927. (SEAL) GEO. PRESTON BLAIR, 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.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

BEFORE ME, GEO. PRESTON BLAIR, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED L.P. HAYES, PRESIDENT, AND HENRY E. JACKSON, SECRETARY, PRESIDENT AND SECRETARY OF THE L.P. HAYES BUILDING & SALES COMPANY, A CORPORATION, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO, UPON OATH, ACKNOWLEDGED THEMSELVES TO BE PRESIDENT AND SECRETARY OF THE ABOVE STATED CORPORATION, THE WITHIN NAMED BARGAINOR, AND AS SUCH PRESIDENT AND SECRETARY, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY L.P. HAYES AS PRESIDENT AND HENRY E. JACKSON AS SECRETARY. WITNESS MY HAND AND SEAL, AT OFFICE IN NASHVILLE, TENNESSEE, THIS 9TH DAY OF SEPTEMBER, 1926.

MY COMMISSION EXPIRES APRIL 21ST, 1927. (SEAL) GEO. PRESTON BLAIR