NUMBER 9[illegible]. LULA A. [illegible] HUSBAND, [illegible] WATTS BOWERS. RECEIVED SEPT. 10, 1926.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIFTY-FIVE HUNDRED AND 00/100 ($5500.00) OR ITS EQUIVALENT DOLLARS of which EIGHT HUNDRED AND 00/100 ($800.00) DOLLARS has been paid in cash by E.H.BOWERS AND WIFE,NANNIE WATTS BOWERS, the receipt of which is hereby acknowledged, and for the remainder FORTY-SEVEN HUNDRED AND 00/100 ($4700.00) DOLLARS, the said E.H.BOWERS AND WIFE, NANNIE WATTS BOWERS HAVE ASSUMED AND AGREED TO PAY A NOTE IN THE SUM OF THREE THOUSAND ($3000.00) DOLLARS, TOGETHER WITH INTEREST ON THE SAME FROM SEPTEMBER 1, 1926,- SAID NOTE BEING EXECUTED BY L.E.PARISH AND WIFE, MATTIE L. PARISH, AND C.C. CLOYD AND WIFE, SUE S. CLOYD, DATED JANUARY 9,1926, FALLING DUE 3 YEARS AFTER ITS DATE,BEARING INTEREST FROM DATE AT THE RATE OF 6% PER ANNUM, PAYABLE SEMI-ANNUALLY,AND SAID NOTE BEING MORE FULLY DESCRIBED IN AND SECURED BY DEED OF TRUST FROM L.E.PARISH & WIFE,MATTIE L. PARISH,,AND C.C.CLOYD AND WIFE, SUE S. CLOYD, TO BRANSFORD STONE,TRUSTEE, RECORDED IN BOOK 686,PAGE 69, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE,- AND, FOR THE BALANCE THE SAID E.H.BOWERS AND WIFE, NANNIE WATTS BOWERS, HAVE EXECUTED AND DELIVERED THEIR 43 JOINT AND SEVERAL LIEN PROMISSORY NOTES, OF EVEN DATE HEREWITH,PAYABLE TO THE ORDER OF LULA A. SUGG, THE FIRST ONE OF SAID NOTES BEING FOR THE SUM OF $48.50 AND EACH SUCCEEDING NOTE RESPECTIVELY,THEREAFTER, BEING FOR AN AMOUNT 20 CENTS LESS THAN THE PRECEDING NOTE, EXCEPT THE LAST ONE,WHICH IS FOR THE SUM OF $20.10; FIRST ONE OF SAID NOTES FALLING DUE OCTOBER 1, 1926,AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE,AND NONE OF SAID NOTES BEARING INTEREST EXCEPT AFTER MATURITY AS THE INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE, 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, LULA A. SUGG AND HUSBAND,HENRY H. SUGG, have this day bargained and sold, and do hereby transfer and convey unto the said NANNIE WATTS BOWERS, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NUMBERED "SEVENTY-SEVEN (77) AND THE WESTERLY FIVE (5) FEET OF LOT NUMBERED "SEVENTY-SIX" (76) IN BRANSFORD REALTY COMPANY'S WEST END AVENUE PLACE,THE PLAN OF WHICH IS OF RECORD IN BOOK 332,PAGE 15,OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT AND SAID PART OF SAID LOT ADJOIN EACH OTHER AND FRONT TOGETHER FIFTY-FIVE (55) FEET ON THE NORTH SIDE OF DUDLEY AVENUE,AND EXTEND BACK IN A NORTHERLY DIRECTION BETWEEN PARALLEL LINES, AND ALONG THE EASTERLY MARGIN OF 32ND AVENUE, SOUTH, 135 FEET, MORE OR LESS, TO AN ALLEY,--- AND BEING THE SAME PROPERTY CONVEYED TO LULA A. SUGG, BY DEED FROM L.E. PARISH,ET. UX. AND C.C. CLOYD, ET.UX. OF RECORD IN BOOK 731,PAGE 3, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

The entire debt secured herein having been paid in full to me, the lawful owner and holder thereof, I hereby release the lien of this deed of trust upon the property described herein, and authorize the Register of Davidson County, Tennessee, to enter satisfaction of same of record this [illegible] day of [illegible] 1926.

Witness: [illegible] Davidson Register.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said NANNIE WATTS BOWERS, HER 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., EXCEPT BY THE $3000.00 NOTE ABOVE DESCRIBED, WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said NANNIE WATTS BOWERS, HER 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 E.H.BOWERS AND WIFE, NANNIE WATTS BOWERS, do bargain, transfer and convey unto C.C.CLOYD, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WHICH THE PURCHASERS ASSUME AND AGREE TO PAY, AND BY THE TAXES FOR THE YEAR 1926, 1/2 OF WHICH THE PURCHASERS HEREBY ASSUME AND AGREE TO PAY.

WE, the said E.H.BOWERS AND WIFE, NANNIE WATTS BOWERS, 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 $ 4500.00 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 E.H.BOWERS AND WIFE, NANNIE WATTS BOWERS, 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.

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 E.H.BOWERS & WIFE, NANNIE WATTS BOWERS, THEIR 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.C.CLOYD, 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 HENRY H. SUGG AND WIFE, LULA A. SUGG, and E.H.BOWERS AND WIFE, NANNIE WATTS BOWERS, hereunto set our hands at NASHVILLE, Tennessee, this the 23RD DAY OF AUGUST, 192 6.

LULA A. SUGG.
HENRY H. SUGG.
E.H.BOWERS.
NANNIE WATTS BOWERS.

STATE OF ~~TENNESSEE, DAVIDSON~~ INDIANA COUNTY. OF POSEY.)

Personally appeared before me, JESSE E. WADE, a Notary Public in and for ~~said County~~ THE COUNTY and ~~State~~ STATE, the within-named HENRY H. SUGG AND WIFE, LULA A. SUGG, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the ~~within~~ FOREGOING instrument for the purposes therein contained.

And LULA A. SUGG, wife of the said HENRY H. SUGG, having appeared before me privately and apart from HER husband, the said HENRY H. SUGG, THE SAID LULA A. SUGG, acknowledged the execution of the ~~said~~ FOREGOING 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 OFFICE AT MT.VERNON INDIANA, ~~Tennessee~~, this THE 30 day of AUGUST, 192 6.

My commission expires on the 30 day of MARCH, 1929. (SEAL) JESSE E. WADE, Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, THOS. J. WRIGHT, a Notary Public in and for said County and State, the within-named E.H.BOWERS AND WIFE, NANNIE WATTS BOWERS, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And NANNIE WATTS BOWERS, wife of the said E.H. BOWERS, having appeared before me privately and apart from HER husband, the said NANNIE WATTS BOWERS, 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 31ST day of AUGUST, 1926.

My commission expires on the 10 day of JULY, 1929. (SEAL) THOS.J. WRIGHT, Notary Public.

RECEIVED SEPT. 10, 1926, AT 2: 35 P.M.
GG.