INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SIX THOUSAND AND NO/100 ($6,000) DOLLARS of which THIRTEEN HUNDRED SEVENTY FIVE AND NO/100($1,375.00) DOLLARS has been paid in cash by MARGARET S.HOSTETTLER ($4,625.00) the receipt of which is hereby acknowledged, and for the remainder OF FORTY SIX TWENTY-FIVE AND NO/100 DOLLARS, the said MARGARET S.HOSTETTLER HAS ASSUMED A MORTGAGE OF TWENTY-FIVE HUNDRED($2,500) DOLLARS DUE THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, EVIDENCED BY NOTE DATED NOV. 9TH,1926, PAYABLE ON NOV.9, 1929, WITH INTEREST THEREON FROM THIS DATE , WHICH SAID MORTGAGE OR DEED OF TRUST IS OF RECORD IN BOOK 683, PAGE 125,OF THE R.O.D.C.,TENN.; AND HAS, TOGETHER WITH HER HUSBAND,HERMAN J.HOSTETTLER,EXECUTED AND DELIVERED TO US THEIR FIFTY-THREE JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH,PAYABLE TO THE ORDER OF ALMA J.JOHANSON, FIFTY-TWO OF WHICH ARE EACH IN THE SUM OF FORTY($40) DOLLARS, AND THE FIFTY-THIRD,OR LAST, OF WHICH IS FOR FORTY-FIVE($45)DOLLARS, AND THE FIRST OF WHICH SAID NOTES FALLS DUE MARCH 1, 1927, AND THE OTHERS, ONE ON THE FIRST DAY OF EACH SUCCEEDING MONTH THERE-AFTER UNTIL ALL HAVE BECOME DUE.

all of said notes bearing six per cent interest from date, and providing for payment 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,V.A.JOHANSON, AND WIFE, ALMA J.JOHANSON, have this day bargained and sold, and do hereby transfer and convey unto the said MARGARET S. HOSTETTLER, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.271 IN THE RICHLAND REALTY COMPANY SECOND SUBDIVISION,DIVISION "B", THE PLAN OF WHICH IS OF RECORD IN BOOK 332, PAGE 92, R.O.D.C.TENN. SAID LOT NO. 271 FRONTS 50 FEET ON THE WEST SIDE OF PARK CIRCLE AND EXTENDS BACK WESTWARDLY BETWEEN LINES 202 FEET, MORE OR LESS, ON THE NORTHERN MARGIN AND 205 FEET, MORE OR LESS, ON THE SOUTHERN MARGIN TO AN ALLEY, SHOWING 54.6 FEET ON SAID ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO V.A.JOHANSON BY DEED FROM BRANSFORD REALTY COMPANY, DATED MAY 27,1926, AND RECORDED IN BOOK 692,PAGE 553, OF SAID REGISTER'S OFFICE.

Received for record this 2nd day of March, 1927 at 3:15 P.M. and duly recorded. I declare that I am the true and lawful holder of the claim secured by the instrument within the same is full. This 1st day of March, 1927. [illegible] SECURITY ASSIGNEE

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MARGARET S.HOSTETTLER, 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 STATE AND COUNTY TAXES FOR YEAR 1927, AND OF [illegible] further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said MARGARET S. HOSTETTLER, 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 non payment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to ME in hand paid I, the said MARGARET S. HOSTETTLER do hereby transfer and convey unto JACOB HOSTETTLER, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I, the said MARGARET S. HOSTETTLER, 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 $4,500.00 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 said notes, as his interest may appear.

I 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 I 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 I, the said MARGARET S. HOSTETTLER, 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 I 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, I 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 ONE WITHIN NINETY DAYS AFTER 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.

I agree that the Trustee may, at any time after NINETY DAYS THE 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. I 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 MARGARET S. HOSTETTLER, 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-maturing 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 JACOB HOSTETTLER, 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 or settlement in relation to his trusteeship.

In Witness Whereof, We, the said V.A. JOHANSON, AND WIFE, ALMA J. JOHANSON, and MARGARET S. HOSTETTLER, hereunto set our hands at NASHVILLE, Tennessee, this the 1 DAY OF FEBY., 1927.

V.A.JOHANSON.
ALMA J.JOHANSON.
MARGARET S. HOSTETTLER.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, O.B. HOFSTETTER, a Notary Public in and for said County and State, the within-named V.A.JOHANSON AND WIFE, ALMA J. JOHANSON, AND MARGARET S. HOSTETTLER, WIFE OF H.J.HOSTETTLER, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ALMA J.JOHANSON AND MARGARET S. HOSTETTLER, wi VES of the said V.A.JOHANSON AND H.J. HOSTETTLER having appeared before me,privately and apart from THEIR husbands, the said ALMA J.JOHANSON AND MARGARET S.HOSTETTLER, 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, Tennessee, this 1ST day of FEBY., 1927.
~~My commission expires on the ____ day of ____, 192__~~ (SEAL) O.B.HOFSTETTER, Notary Public.
MY COMMISSION AS NOTARY PUBLIC EXPIRES THE 9 DAY OF JULY,1929.

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.

RECD.MARCH 2ND 1927, AT 3:15 PM.(66)