INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY EIGHT HUNDRED ($2800.00) DOLLARS of which FIVE HUNDRED ($500.00) DOLLARS has been paid in cash by C.E.GREER AND WIFE GLADYS G.GREER, the receipt of which is hereby acknowledged, and for the remainder OF TWENTY THREE HUNDRED ($2300.00) DOLLARS, the said C.E.GREER AND WIFE GLADYS GREER ha VE

EXECUTED THEIR JOINT PROMISSORY NOTES FIFTY NINE (59) IN NUMBER PAYABLE TO THE ORDER OF SHANNON LOVE, THE FIRST FIFTY EIGHT (58) ARE FOR THE SUM OF TWENTY TWO ($22.00) DOLLARS EACH, THE LAST AND FIFTY NINTH NOTE IS FOR THE SUM OF TWENTY FOUR ($24.00) DOLLARS, SAID NOTES ARE OF EVEN DATE HEREWITH AND ARE DUE AND PAYABLE THE FIRST ON OR BEFORE ONE MONTH FROM DATE AND ONE EACH MONTH THEREAFTER UNTIL ALL ARE DUE AND PAYABLE , AND THE SAID C.E.GREER AND WIFE GLADYS GREER .ASSUME AND AGREE TO PAY A NOTE FOR $1000.00 SECURED BY DEED OF TRUST TO EUGENE PHILLIPS ,TRUSTEE DATED JANUARY 29TH , 1925 ,AND DUE JANUARY 29TH , 1928 ,SAID DEED OF TRUST BEING OF RECORD IN BOOK NO. 640 , PAGE 580 REGISTERS OFFICE FOR DAVIDSON COUNTY. TENNESSEE. SAID NOTE BEARING INTEREST AT THE RATE OF SIX PER CENT PAYABLE SEMIANNUALLY,

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 WE, SHANNON LOVE AND WIFE BELLE LOVE have this day bargained and sold, and do hereby transfer and convey unto the said C.E.GREER AND WIFE GLADYS GREER THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO. 34 ON THE MAP OF EASTMORELAND PLACE , AS OF RECORD IN BOOK NO. 161 , PAGE 170 ,REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE.

SAID LOT NO. 34 FRONTS 50 FEET ON THE NORTHERLY SIDE OF EASTMORELAND STREET AND RUNS BACK BETWEEN PARALLEL LINES 140 FEET TO AN ALLEY ,AND BEING A PART OF THE PROPERTY CONVEYED BY DEED FROM W.W.TUNE AND WIFE TO SHANNON LOVE AND WIFE DATED MAY 20TH 1919 AND RECORDED IN BOOK NO. 528 ,PAGE 252 REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE.

Filed Sept 21st 1926 at 11:50 A.M. Received and recorded in Book No. 1326 Page 36 Register's Office for Davidson County, Tenn. This 22nd day of Oct 1926 W.D. Cappock Register By Shannon Love

Note No's. 1 to 59 inclusive

Lot 34 Note 2 due Monthly from Sept 1926 to Sept 1931 as described herein, having been paid in full to Sept 1926 hereby the lawful owner and holder of said notes, do hereby release the lien retained upon the within described property, held to secure the payment of said notes. This 22 day of Oct 1926 Attest: By C.R.Pollard Deputy Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said C.E.GREER AND WIFE GLADYS G.GREER THEIR heirs and assigns, forever, WE covenant that WE 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 HEREIN SET OUT

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said C.E.GREER AND WIFE GLADYS GREER 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 [illegible] 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 C.E.GREER AND WIFE GLADYS the [illegible] bargain and convey unto WM S. WHERRY, 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 C.E.GREER AND WIFE GLADYS G.GREER, 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 C.E.GREER AND WIFE GLADYS G.GREER, 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 [illegible] 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. OR WITHIN NINETY DAYS THEREAFTER

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.

3d. 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 US OR OUR LEGAL 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 WM. S. WHERRY 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 SHANNON LOVE AND WIFE BELLE LOVE and C.E.GREER AND WIFE GLADYS G.GREER, hereunto set our hands at NASHVILLE, Tennessee, this the 15TH DAY OF SEPTEMBER, 1926.

SHANNON LOVE
BELLE LOVE
C.E.GREER
GLADYS G.GREER

ACKNOWLEDGEMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, BAXTER CATO, a Notary Public in and for said County and State, the within-named SHANNON LOVE AND WIFE BELLE LOVE AND C.E.GREER AND WIFE GLADYS G.GREER the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And BELLE LOVE AND GLADYS G.GREER, wi VES of the said SHANNON LOVE AND C.E.GREER having appeared before me privately and apart from THEIR husband S, the said BELLE LOVE AND GLADYS G.GREER, 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 15TH day of SEPT. 1926.

My commission expires on the 1ST day of JAN. 1927. (SEAL) BAXTER CATO. 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.

RECEIVED SEPT. 21ST 1926. AT 11.50 A.M.