NUMBER 16999 RECORDED AUGUST 4, 1927. WM. E. VON OTTO ET UX TO W.W.HOFFMAN ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ~~($1850.00) EIGHTEEN HUNDRED FIFTY & NO/100~~ ------ DOLLARS of which FOUR HUNDRED FIFTY SIX & NO/100 ------DOLLARS has been paid in cash by W.W.HOFFMAN AND WIFE ZELLA ZEILAND HOFFMAN the receipt of which is hereby acknowledged, and for the remainder $800.00 OF THE REMAINDER THE GRANTEES HEREIN HEREBY ASSUME AND AGREE TO PAY A MORTGAGE INDEBTEDNESS OF $800.00 BEARING 6% INTEREST, PAYABLE SEMI-ANNUALLY, SAID MORTGAGE INDEBTEDNESS BEING EVIDENCED BY A NOTE OF $800.00 DATED JULY 21ST, 1927 AND DUE IN 3 YEARS FROM DATE, THE SAID MORTGAGE INDEBTEDNESS AND INTEREST BEING FULLY DESCRIBED IN AND SECURED BY A DEED OF TRUST ON THE PROPERTY HEREIN CONVEYED FROM WM. E. VON OTTO ET UX TO THOS.H.WARREN, TR., AS FOUND OF RECORD IN BOOK NO___, PAGE____, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENN., TO WHICH REFERENCE IS HEREBY MADE; AND FOR THE REMAINDER OF $594.00 THE SAID W.W.HOFFMAN AND WIFE ZELLA ZEILAND HOFFMAN, HAVE THIS DAY EXECUTED AND DELIVERED THEIR 33 JOINT PROMISSORY LIEN NOTES, OF EVEN DATE HEREWITH, AND PAYABLE TO THE ORDER OF WM. E. VON OTTO, THE FIRST 30 OF SAID NOTES BEING FOR THE SUM OF $15.00 EACH AND THE FIRST ONE OF SAID NOTES IS DUE ON OR BEFORE AUG. 21ST, 1927, AND ONE IS DUE ON OR BEFORE EACH MONTH THEREAFTER UNTIL ALL OF SAID 30 NOTES ARE PAID, THE OTHER 3 OF SAID SERIES OF 33 NOTES ARE FOR THE SUM OF $48.00 EACH AND ARE DUE ON OR BEFORE 30, 60, AND 90 DAYS FROM DATE RESPECTIVELY, AND

PAYABLE AT MATURITY

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, WILLIAM E.VON OTTO AND WIFE NELLIE VON OTTO, ------ have this day bargained and sold, and do hereby transfer and convey unto the said ------ W.W.HOFFMAN AND WIFE ZELLA ZEILAND HOFFMAN ---- THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 252 IN WILLIAMS ADDITION TO EDGEFIELD, NOW EAST NASHVILLE A PLAN OF WHICH ADDITION IS RECORDED IN BOOK NO. 21, PAGE 60, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENN.; SAID LOT NO . 252 FRONTS 50 FEET ON THE SOUTH SIDE OF SHELBY AVENUE AND RUNS BACK BETWEEN PARALLEL LINES AND BETWEEN EIGHT AND NINTH STREET, 175 FEET TO A 20 FOOT ALLEY AND IS THE SAME PROPERTY CONVEYED TOWILLIAM E. VON OTTO AND WIFE NELLIE VON OTTO BY DEED AS OF RECORD IN BOOK NO. 720, PAGE 306, OF THE 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 ------ W.W.HOFFMAN AND WIFE ZELLA ZEILAND HOFFMAN, ------, THEIR 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 AS HEREIN STATED AND 1927 TAXES WHICH PURCHASER ASSUMES AND AGREES TO PAY. ---- WE further covenant and bind OURSELVES ---- heirs and representatives, to warrant and forever defend the title to said real estate to said ---- W.W.HOFFMAN AND WIFE ZELLA ZEILAND HOFFMAN ---- 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 ---W.W.HOFFMAN AND WIFE ZELLA ZEILAND HOFFMAN--- do hereby transfer and convey unto ------ THOS.H.WARREN ------, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

33 Notes $800.00 for $15.00 each, and 3 notes for $48.00 each, as described herein, having been paid in full, to-wit: ---- hereby release the lien retained upon the within described property, held by ---- the lawful owner and holder ---- thereof ---- to secure the payment of said notes. This ---- day of ---- 1930.

Attest: ---- By ---- Deputy Register

---WE---, the said ---W.W.HOFFMAN AND WIFE ZELLA ZEILAND HOFFMAN ------, 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 $800.00 ----- 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 ---W.W.HOFFMAN AND WIFE ZELLA ZEILAND HOFFMAN ------, 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.

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. OUR------, ------ 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 ---THOS.H.WARREN------ 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 WILLIAM E.VON OTTO AND WIFE NELLIE VON OTTO ------ and ------W.W.HOFFMAN AND WIFE ZELLA ZEILAND HOFFMAN ------, hereunto set our hands at ---NASHVILLE---, Tennessee, this the ----21ST DAY OF JULY ------, 1927.

SIGN WILLIAM E. VON OTTO
NELLIE VON OTTO

---WILLIAM E. VON OTTO---
---NELLIE VON OTTO---
---W.W.HOFFMAN---
---ZELLA ZEILAND HOFFMAN---

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ------JNO.A.HOLLING ------, a Notary Public in and for said County and State, the within-named NELLIE VON OTTO AND W.W.HOFFMAN AND WIFE ZELLA ZEILAND HOFFMAN ------ the bargainor---S---, with whom I am personally acquainted, and who acknowledged that THEY ---- executed the within instrument for the purposes therein contained.

And ---NELLIE VON OTTO AND ZELLA ZEILAND HOFFMAN ------, wi---VES--- of the said ---WILLIAM E.VON OTTO AND THE SAID W.W.HOFFMAN, RESPECTIVELY--- having appeared before me privately and apart from ---THEIR--- husband---S---, the said NELLIE VON OTTO AND ZELLA ZEILAND HOFFMAN ------, 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 ---3RD--- day of ---AUGUST---, 1927.

My commission expires on the ---3---- day of ---AUGUST---, 1930. (SEAL) JNO. A. HOLLING Notary Public.

ACK BEFORE N.B. SHELBY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ------O.H.EARLES------, a Notary Public in and for said County and State, the within-named WILLIAM E. VON OTTO ------ the bargainor---, with whom I am personally acquainted, and who acknowledged that ---HE--- 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 ---MEMPHIS---, Tennessee, this ---28TH--- day of ---JULY---, 1927.

My commission expires on the ---20--- day of ---JAN---, 1930. (SEAL) O.H.EARLES Notary Public.

REC'D AUG. 3, 1927 AT 3.01 P.M.