V NUMBER 20141 RECORDED NOV 4 1927 MRS DORA BADER TO EDITH EUNICE FOSTER, ET ALS

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($800.00) EIGHT HUNDRED AND 00/100 DOLLARS of which THREE HUNDRED AND 00/100 ($300.00) DOLLARS has been paid in cash by EDITH EUNICE FOSTER, ELSIE MAY FOSTER AND LEON D FOSTER, the receipt of which is hereby acknowledged, and for the remainder FIVE HUNDRED AND 00/100 ($500.00) DOLLARS, the said EDITH EUNICE FOSTER, ELSIE MAY FOSTER, AND LEON D FOSTER HAVE THIS DAY EXECUTED THEIR THIRTY THREE (33) JOINT PROMISSORY NOTES, FIRST ONE OF WHICH IS FOR AN AMOUNT FIRST 7 CENTS THEN 8 CENTS (ALTERNATING) LESS THAN THE PRECEDING NOTE, THUS MAKING NOTE NUMBER 32 FOR $15.18 AND NOTE NUMBER 33 FOR $20.10 SAID NOTES ARE DUE MONTHLY THE FIRST ONE OF WHICH FALLS DUE OCTOBER 22ND 1927 AND ONE ON THE 22ND DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID.

NONE OF THE MONTHLY PAYMENT NOTES BEAR INTEREST EXCEPT AFTER MATURITY AS THE INTEREST IS COMPUTED AND ADDED IN THE FACE OF EACH NOTE.,

SAID NOTES ARE PAYABLE TO THE ORDER OF MRS DORA BADER,

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 I MRS DORA BADER, A WIDOW, have this day bargained and sold, and do hereby transfer and convey unto the said EDITH EUNICE FOSTER, ELSIE MAY FOSTER AND LEON D FOSTER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY FIFTEEN FEET OF THE SOUTH ONE HALF (½) OF LOT NUMBER FOUR AND WESTERN EIGHTY FIVE FEET OF THE SOUTH ONE HALF (½) OF LOT NUMBER THREE OF THE ELIZABETH HARDING LYTLE TRACT, A PLAN OF WHICH SUBDIVISION IS OF RECORD IN MINUTE BOOK NUMBER 25 PAGE 453 OF THE CHANCERY COURT AT NASHVILLE TENNESSEE.

SAID EASTERLY FIFTEEN (15) FEET OF THE SOUTH ONE HALF (½) ~~XXXX~~ OF LOT NUMBER FOUR (4) AND SAID WESTERLY EIGHTY FIVE (85) FEET OF THE SOUTH ONE HALF (½) OF LOT NUMBER THREE (3) ADJOIN AND FRONT TOGETHER ONE HUNDRED (100) FEET ON THE NORTH SIDE OF HERMOSA STREET AND RUN BACK NORTHWARDLY, BETWEEN PARALLEL LINES TO A TWELVE FOOT ALLEY AND BEING A PART OF THE SAME PROPERTY CONVEYED TO THE ABOVE MRS DORA BADER BY DEED FROM E C SCRUGGS AND WIFE OF RECORD IN BOOK NUMBER 654 PAGE 245 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 of the notes, I hereby release the lien on the within described property, held to secure the payment of said debt. This 24 day of Oct 1927

Attest: F G Sharpe Deputy Register

Mrs Dora Bader.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said EDITH EUNICE FOSTER, ELSIE MAY FOSTER AND LEON D FOSTER, THEIR heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered.

I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said EDITH EUNICE FOSTER, ELSIE MAY FOSTER AND LEON D FOSTER, 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 EDITH EUNICE FOSTER ELSIE MAY FOSTER AND LEON D FOSTER do hereby transfer and convey unto FRANK G SHARPE, 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 EDITH EUNICE FOSTER, ELSIE MAY FOSTER AND LEON D FOSTER, 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 $---------, 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 EDITH EUNICE FOSTER ELSIE MAY FOSTER AND LEON D FOSTER, 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 EDITH EUNICE FOSTER, ELSIE MAY FOSTER, AND LEON D FOSTER 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 FRANK G SHARPE, 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 MRS DORA BADER, A WIDOW and EDITH EUNICE FOSTER, ELSIE MAY FOSTER AND LEON D FOSTER, hereunto set our hands at N, Tennessee, this the 22ND DAY OF SEPTEMBER, 192 7

EDITH EUNICE FOSTER
LEON D FOSTER
ELSIE MAY FOSTER
MRS DORA BADER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, CARROLL L JONES, a Notary Public in and for said County and State, the within-named MRS DORA BADER A WIDOW AND ELSIE MAY FOSTER UNMARRIED the bargainors, with whom I am personally acquainted, and who acknowledged that THEY 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 NASHVILLE, Tennessee, this 29TH day of SEPTEMBER, 192 7

My commission expires on the 1 day of OCT, 192 7 (SEAL) CARROLL L JONES Notary Public.

STATE OF TENNESSEE, ~~DAVIDSON~~ SHELBY COUNTY.

Personally appeared before me, CLYDE J ZINK, a Notary Public in and for said County and State, the within-named EDITH EUNICE FOSTER UNMARRIED AND LEON D FOSTER UNMARRIED the bargainors with whom I am personally acquainted, and who acknowledged that THEY 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 MEMPHIS, Tennessee, this 24 day of SEPT, 192 7

My commission expires on the 16 day of JULY, 1929 (SEAL) CLYDE J ZINK Notary Public.

REC'D OCT 10 1927 AT 12:48 P. M.