NO. 38470 RECORDED DEC 10, 1928. HARRY J.POWELL TO E.E.& ORA G.HUGHES.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THIRTY EIGHT HUNDRED AND FIFTY & NO/100 ($3850.00) DOLLARS of which SIX HUNDRED FIFTEEN & NO/100 ($615.00) DOLLARS has been paid in cash by E.E.HUGHES AND WIFE ORA G.HUGHES, the receipt of which is hereby acknowledged, and for the remainder THIRTY TWO HUNDRED THIRTY FIVE & NO/100 ($3235.00) DOLLARS the said E.E.HUGHES & WIFE OPA G.HUGHES

HAS EXECUTED AND AGREED TO PAY (107) NOTES OF ($30.00) EACH AND ONE FOR ($25.00) WITH INTEREST AT 6% FROM THIS DATE THE FIRST ONE FALLS DUE ON THE 23RD DAY OF EVERY MONTH THEREAFTER UNTIL ALL EXPIRE.

THE PURCHASER ASSUMES TAXES 1928.

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 in expressly retained on the land herein conveyed

I, HARRY J.POWELL AN UNMARRIED MAN,

have this day bargained and sold, and do hereby transfer and convey, unto the said E.E.HUGHES AND WIFE ORA G.HUGHES, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.14 ON THE PLAN OF E.T.BROWN'S SUBDIVISION OF PART OF LOT NO.1 OF THE CAHAL LANDS AS OF RECORD IN BOOK NO.332, PAGE 84, IN THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO.14 FRONTS 50 FEET ON THE NORTHERLY SIDE OF CAHAL AVE., AND RUNS BACK BETWEEN PARALLEL LINES 256 FEET MORE OR LESS TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO HARRY J.POWELL AN UNMARRIED MAN BY DEED FROM CHARLES PHILIPPS AND WIFE LAURA MILLICENT PHILIPPS AS OF RECORD IN BOOK 814, PAGE 17, OF THE REGISTERS 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 E.E.HUGHES AND WIFE ORA G.HUGHES 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, heirs and representatives, to warrant and forever defend the title said real estate to said E.E.HUGHES AND WIFE ORA G.HUGHES, THEIR heirs and assigns, lawful claims of all persons.

Now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court for the enforcement of said lien in the event of the non payment of said notes as they mature, as hereinafter provided, and deration of One Dollar to ME in hand paid WE, the said E.E.HUGHES AND WIFE ORA G.HUGHES

transfer and convey unto T.E.LANIER, Trustee, his successors and assigns, the real estate fore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE, the said E.E.HUGHES AND WIFE ORA G.HUGHES, 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 $3500.00 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 therein, 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.E.AND ORA G.HUGHES, 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.E. AND ORA G.HUGHES 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 Trustee, shall be vested in said successor. T.E.LANIER

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 HARRY J.POWELL and E.E.AND ORA G.HUGHES, hereunto set our hands at NASHVILLE, Tennessee, this the 26 day of OCT, 1928.

E.E.HUGHES
ORA G.HUGHES
HARRY J.POWELL

Acknowledgment Before Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.T.GAITHER, a Notary Public in and for said County and State, the within-named HARRY J.POWELL, OF LEGAL AGE AND UNMARRIED, AND E.E.HUGHES AND WIFE ORA G. HUGHES the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ORA G.HUGHES, WIFE of the said E.E.HUGHES having appeared before me privately and apart from HER husband, the said ORA G.HUGHES, 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 27 day of OCT., 1928.

My commission expires on the 11TH day of OCT, 1932. (Seal) W.T.GAITHER
Notary Public.

RECD DEC 7, 1928 AT 11.00 A.M.