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NO. 40937 RECORDED FEB 25, 1929. JOHN C.SEWELL ET UX TO OLIVER H.ABERNATHY ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED AND FIFTY ($450.00) DOLLARS
of which ONE HUNDRED ($100.00) DOLLARS has been paid in cash by
OLIVER H.ABERNATHY AND WIFE LULA SANDERS ABERNATHY, the receipt of which is hereby acknowledged, and for the remainder
THREE HUNDRED AND FIFTY ($350.00) DOLLARS
the said OLIVER H.ABERNATHY AND WIFE LULA SANDERS ABERNATHY,
HAVE EXECUTED THEIR FOURTEEN (14) PROMISSORY LIEN NOTES IN THE SUM OF TWENTY-FIVE ($25.00)
DOLLARS EACH BEARING DATE OF JULY 1, 1927, AND PAYABLE TO THE ORDER OF JOHN C.SEWELL AND
WIFE PEARL SEWELL. THE FIRST ONE OF SAID NOTES IS DUE AND PAYABLE ON OR BEFORE AUGUST 1,
1927, AND THE OTHERS ONE ON OR BEFORE THE 1ST DAY OF EACH SUCCEEDING MONTH THEREAFTER.

The entire debt secured herein having been paid in full I/We hereby release the lien on the within described property held by me/us to secure the payment of said debt. This 9th day of Feb. 1929. Attest: John C. Sewell Deputy Register.

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

WE, JOHN C.SEWELL AND WIFE PEARL SEWELL

have this day bargained and sold, and do hereby transfer and convey, unto the said OLIVER H.ABERNATHY AND WIFE LULA SANDERS ABERNATHY, THEIR heirs and assigns, ALL OF OUR RIGHT, TITLE AND INTEREST IN AND TO certain real estate in Davidson County, Tennessee, as follows:

BEING A TRACT OF LAND LOCATED IN THE 13TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AND BEING PART OF LOT NO.4 SHOWN IN DEED FROM ISABELLA ABERNATHY TO GILBERT ABERNATHY, BEARING DATE OF OCTOBER 1, 1903, AND OF RECORD IN BOOK NO.294, PAGE 19, R.O.D.C.TENNESSEE, DESCRIBED AS FOLLOWS: BEGINNING AT THE S.W.CORNER OF SAID LOT NO.4 AND RUNNING THENCE S.83½ DEGREES E.176 FEET TO A POINT; THENCE N.6½ DEGREES E.171.6 FEET TO A POINT; THENCE N.85¼ DEGREES E.116.4 FEET TO A POINT; THENCE N.2 DEGREES E.1520 FEET TO THE CENTER OF WHITES CREEK; THENCE DOWN THE CENTER OF WHITES CREEK N.60 DEGREES W. 200 FEET TO A POINT IN THE CENTER OF SAID CREEK ; THENCE DOWN THE CENTER OF SAID CREEK N.48 DEGREES W. 150 FEET TO A POINT IN THE CENTER OF SAID CREEK; THENCE LEAVING SAID CREEK AND RUNNING WITH THE DIVIDING LINE BETWEEN LOTS NOS. 4 AND 5 SHOWN IN DEED OF RECORD IN BOOK NO.294, PAGE 19, R.O.D.C. TENNESSEE, S.2 DEGREES W.1885 FEET TO THE BEGINNING, AND CONTAINING ELEVEN AND SEVENTY HUNDREDTHS (11.70) ACRES, MORE OR LESS, ACCORDING TO A SURVEY OF ERLE DRAKE, COUNTY SURVEYOR, MADE ON JUNE 2[illegible], 1924, ON MAP SHOWING DIVISION, AMONG THE HEIRS, OF THE LAND MENTIONED IN THE WILL OF ISABELLE ABERNATHY, SAID WILL BEING PROBATED ON JULY 5, 1924, IN THE COUNTY COURT OF DAVIDSON COUNTY, TENNESSEE, SAID MAP BEING OF RECORD IN BOOK NO.___ PAGE ___R.O.D.C.TENNESSEE.

THIS IS THE SAME PROPERTY WHICH WAS CONVEYED TO JOHN C.SEWELL (SUBJECT TO THE LIFE ESTATE OF J.W.MELVIN) BY WARRANTY DEED FROM MRS.ELENORA ELIZABETH SEIFERT AND HUSBAND GEORGE SEIFERT, AND MRS.NEULERA SMITH, A WIDOW, SAID DEED BEARING DATE OF JUNE 27, 1927, AND OF RECORD IN BOOK NO.739, PAGE 713, REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE.

TO HAVE AND TO HOLD ALL OF OUR RIGHT, TITLE AND INTEREST IN AND TO said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said OLIVER H.ABERNATHY AND WIFE LULA SANDERS ABERNATHY, 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. OUR IS SUBJECT TO THE LIFE ESTATE OF J.W.MELVIN.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said OLIVER H.ABERNATHY AND WIFE LULA SANDERS ABERNATHY, 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 non payment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE, the said OLIVER H.ABERNATHY AND WIFE LULA SANDERS ABERNATHY do hereby transfer and convey unto EMORY CRUMP, 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 OLIVER H.ABERNATHY AND WIFE LULA SANDERS ABERNATHY 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 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 OLIVER H.ABERNATHY AND WIFE LULA SANDERS ABERNATHY, 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 OLIVER H.ABERNATHY AND WIFE LULA SANDERS ABERNATHY, 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 EMORY CRUMP 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 JOHN C.SEWELL AND WIFE PEARL SEWELL and OLIVER H.ABERNATHY AND WIFE LULA SANDERS ABERNATHY, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of JULY, 1927.

JOHN C.SEWELL
PEARL SEWELL
OLIVER H.ABERNATHY
LULA SANDERS ABERNATHY

Acknowledgment 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 JOHN C.SEWELL AND WIFE PEARL SEWELL, AND OLIVER H.ABERNATHY AND WIFE LULA SANDERS ABERNATHY the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And PEARL SEWELL AND LULA SANDERS ABERNATHY, wives of the said JOHN C.SEWELL AND OLIVER H.ABERNATHY having appeared before me privately and apart from THEIR husbands, the said PEARL SEWELL AND LULA SANDERS ABERNATHY, 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 7TH day of JULY, 1927.

My commission expires on the 1ST day of JANUARY, 1931. (Seal) BAXTER CATO
Notary Public.

RECD FEB 13, 1929 AT 3.52 P M