NO. 42509 RECORDED MARCH 25, 1929. N.L.MAY ET UX TO L.C.PERRY ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($1999.00) NINETEEN HUNDRED AND NINETY-NINE, DOLLARS
of which ONE HUNDRED AND FIFTY DOLLARS has been paid in cash by
L.C.PERRY AND WIFE E.M.PERRY, the receipt of which is hereby acknowledged, and for the remainder
OF ($1849.00) EIGHTEEN HUNDRED AND FORTY-NINE DOLLARS
the said L.C.PERRY AND WIFE E.M.PERRY,
HAVE HEREBY ASSUMED AND AGREED TO PAY A MORTGAGE OF $1000.00 EXECUTED TO COMMERCE UNION BANK
BY G.W.HARGROVE AND WIFE, WITH INTEREST AT 6% PER ANNUM PAYABLE SEMI-ANNUALLY, AS OF RECORD
IN BOOK NO.671, PAGE 121, OF THE R.O.D.C.

AND FOR THE REMAINDER OF $849. THE SAID L.C.PERRY & WIFE E.M.PERRY HAVE EXECUTED TO N.L.
MAY THEIR 34 PROMISSORY NOTES OF EVEN DATE HEREWITH FOR $25 EACH EXCEPT THE LAST NOTE WHICH
IS FOR $24. THE FIRST NOTE OF $25 FALLS DUE AUG.16,1928, THE OTHERS CONSECUTIVELY ON THE 16TH
DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL OF SAID NOTES AND INTEREST ARE FULLY PAID.

I declare that I am the true and lawful owner of the debt hereby secured by the instrument within recorded, and hereby acknowledge the same fully paid and discharge of the lien to secure the same. This 24 day of ... 1937

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, N.L.MAY AND WIFE ROWENA MAY,

have this day bargained and sold, and do hereby transfer and convey, unto the said L.C.PERRY AND WIFE E.M.PERRY SHARE AND SHARE ALIKE IN EVENT OF DEATH OF EITHER THE SURVIVOR BECOMES SOLE OWNER OF THE PROPERTY HEREIN CONVEYED. heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.104 ON THE MAP OF COLLEGE HEIGHTS, AS OF RECORD IN BOOK NO.332, PAGE 19, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
SAID LOT NO.104 FRONTS 50 FEET ON THE SOUTH SIDE OF RADNOR STREET AND RUNS BACK BETWEEN PARALLEL LINES 169 FEET TO AN ALLEY.
AND BEING THE SAME PROPERTY CONVEYED BY DEED OF G.W.MARGROVE AND WIFE, LULA MARGROVE TO N.L.MAY, AS OF RECORD IN BOOK NO.589, PAGE 511, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENN.
THE PURCHASER HEREOF ASSUMES PAYMENT OF THE TAXES FOR 1928.

Received (8) notes - 7 of above amount & 1 for $24.00 each as within mentioned. This 26 day of March, 1929. W.D. Pratt

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said L.C.PERRY AND WIFE, E.M.PERRY SHARE AND SHARE ALIKE IN EVENT OF DEATH OF EITHER THE SURVIVOR BECOMES SOLE OWNER OF THE PROPERTY HEREIN CONVEYED. 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 ABOVE RECITED.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said L.C.PERRY AND WIFE E.M.PERRY 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 L.C.PERRY AND WIFE E.M.PERRY do hereby transfer and convey unto F.A.JOHNSON, 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 L.C.PERRY AND WIFE E.M.PERRY, 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 $ 1900 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 SHALL 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 L.C.PERRY AND WIFE, 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, IF 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 L.C.PERRY AND WIFE OR THEIR 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 F.A.JOHNSON, 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 N.L.MAY AND WIFE ROWENA MAY and L.C.PERRY AND WIFE E.M.PERRY, hereunto set our hands at NASHVILLE, Tennessee, this the 16 day of JULY, 1928.

N.L.MAY
ROWENA MAY
L.C.PERRY
E.M.PERRY

Acknowledgment Before Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, R.E.DOUGLASS, a Notary Public in and for said County and State, the within-named N.L.MAY AND WIFE ROWENA MAY, AND L.C.PERRY AND WIFE, E.M.PERRY, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ROWENA MAY AND E.M.PERRY, wi VES of the said N.L.MAY AND L.C.PERRY, RESPECTIVELY, having appeared before me privately and apart from THEIR husband S, the said ROWENA MAY, AND E.M.PERRY, 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 16 day of JULY, 1928.

My commission expires on the 6 day of OCT, 1930. (Seal) R.E.DOUGLASS
Notary Public.

RECO MARCH 25, 1929 AT 8.20 A.M.