NO. 43360 RECORDED APRIL 24, 1929. EUGENE CATO ET UX TO O.R.HALL ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THIRTY-FIVE HUNDRED ($3500.00) DOLLARS
of which FIFTEEN HUNDRED AND SIXTY ($1560.00) DOLLARS has been paid in ~~cash~~ by
PROPERTY ACCEPTED AS CASH
O.R.HALL AND WIFE IN THE EXCHANGE OF OTHER, the receipt of which is hereby acknowledged, and for the remainder
NINETEEN HUNDRED AND FORTY ($1940.00) DOLLARS
the said O.R.HALL AND WIFE, EUNICE HALL

HAVE EXECUTED THEIR NINETY-SEVEN (97) PROMISSORY MONTHLY NOTES IN THE SUM OF TWENTY ($20.00) DOULARS, EACH, BEARING DATE OF APRIL 1, 1929, AND PAYABLE TO THE ORDER OF EUGENE CATO. THE FIRST ONE OF SAID NOTES IS DUE ON OR BEFORE MAY 1, 1929, AND THE OTHERS ONE ON OR BEFORE THE 1ST DAY OF EACH SUCCEEDING MONTH THEREAFTER,

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, EUGENE CATO AND WIFE VERA W.CATO,

have this day bargained and sold, and do hereby transfer and convey, unto the said

O.R.HALL AND WIFE EUNICE HALL, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LAND IN THE 13TH, FORMERLY THE 23RD, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, SITUATED ON THE HYDES FERRY TURNPIKE ROAD, BEING LOT NO.FOUR (4) ON THE PLAN OF THE LANDS OF MARTHA A.SIMPKINS, DECEASED, WHICH PLAN IS RECORDED IN MINUTE BOOK "C.C", PAGE 95, OF THE CIRCUIT COURT OF SAID COUNTY, AND DESCRIBED AS FOLLOWS: BEGINNING AT A STONE IN THE CENTER OF THE HYDES FERRY PIKE, THE S.E.CORNER OF LOT NO.5 OF SAID PLAN; THENCE N.8 DEGREES EAST 95.68 POLES TO A STONE, THE N.E.CORNER OF LOT NO.5; THENCE E. 23 POLES ALONG THE S. LINE OF LOT NO.2 OF SAID PLAN TO THE N.W. CORNER OF LOT NO.3 OF SAID PLAN; THENCE WITH THE LINE BETWEEN LOTS NOS. 3 AND 4, S.5 DEGREES W. 91.21 POLES TO A STONE IN THE CENTER OF THE HYDES FERRY PIKE; THENCE WITH THE CENTER OF SAID PIKE S. 85 DEGREES W. 25 POLES TO A POINT; THENCE S. 55¼ DEGREES W.6 POLES TO THE POINT OF BEGINNING, BEING ALL OF LOT NO.4 OF SAID PLAN, CONTAINING FOURTEEN (14) ACRES AND ONE HUNDRED AND THIRTY-THREE (133) POLES, BE THE SAME, MORE OR LESS.

THIS IS THE SAME PROPERTY WHICH WAS CONVEYED TO EUGENE CATO, SUBJECT TO A LIFE INTEREST RESERVED TO EDMUND CATO, BY WARRANTY DEED FROM EDMUND CATO AND WIFE, MAUD CATO, SAID DEED BEARING DATE OF NOVEMBER 26, 1924, AND OF RECORD IN BOOK NO.658, PAGE 249, REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE. THE SAID EDMUND CATO DIED IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, ON SEPT.12, 1928.

I declare that I am the true and lawful holder of the claim secured by the instrument which is recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien it secures the same in full. This 16 day of ..., 1934.

Attest: ... REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said O.R.HALL AND WIFE EUNICE HALL, 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said O.R.HALL AND WIFE EUNICE HALL, 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 O.R.HALL AND WIFE EUNICE HALL,

do hereby transfer and convey unto CHAS.F.LOVELL, 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 O.R.HALL AND WIFE EUNICE HALL, 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 $ 1850.00 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 O.R.HALL AND WIFE EUNICE HALL, 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.

OR WITHIN NINETY DAYS THEREAFTER.

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 O.R.HALL AND WIFE EUNICE HALL, THEIR HEIRS, 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 CHAS.F.LOVELL, 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 EUGENE CATO AND WIFE VERA W.CATO,
and O.R.HALL AND WIFE EUNICE HALL, hereunto set our hands
at NASHVILLE, Tennessee, this the 1ST day of APRIL, 1929.

EUGENE CATO
VERA W.CATO
O.R.Hall
Eunice Hall (T)

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 EUGENE CATO AND WIFE VERA W.CATO, AND O.R.HALL AND WIFE EUNICE HALL, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And VERA W.CATO AND EUNICE HALL, wife of the said EUGENE CATO AND O.R.HALL, having appeared before me privately and apart from THEIR husbands, the said VERA W.CATO AND EUNICE HALL, 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 12TH day of APRIL, 1929.

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

BAXTER CATO
Notary Public.

RECD APRIL 13, 1929 AT 11.25 A.M.