NO. 61052 RECORDED JUNE 19, 1930. CHESTER JONES ET UX TO FLEM P.GRINSTEAD ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($1636.00) SIXTEEN HUNDRED AND THIRTY-SIX AND NO/100 DOLLARS of which ONE AND NO/100 DOLLARS has been paid in cash by FLEM P.GRINSTEAD AND WIFE, FRANCIS GRINSTEAD, , the receipt of which is hereby acknowledged, and for the remainder ($1635.00) SIXTEEN HUNDRED AND THIRTY-FIVE AND NO/100 DOLLARS the said FLEM P.GRINSTEAD AND WIFE, FRANCIS GRINSTEAD,

HAVE EXECUTEDTHEIR JOINT PROMISSORY NOTES AS FOLLOWS: - THEY HAVE EXECUTED THEIR THIRTY-SIX (36) JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF "OURSELVES" AND ENDORSED BY THEM AND ARE DUE MONTHLY AFTER DATE. EACH OF SAID NOTES IS FOR THE PRINCIPAL SUM OF SIXTEEN ($16.00) DOLLARS AND DO NOT BEAR INTEREST UNTIL AFTER MATURITY AS THE INTEREST HAS BEEN COMPUTED AND ADDED TO THE FACE OF EACH NOTE, MAKING THE FIRST ONE OF SAID NOTES FOR THE SUM OF EIGHTEEN DOLLARS AND ($18.88) EIGHTY-EIGHT CENTS, AND EACH AND EVERY SUCCEEDING NOTE THEREAFTER IS FOR A SUM EIGHT CENTS LESS THAN THE PRECEDING NOTE UNTIL THE THIRTY-SIXTH NOTE WHICH IS FOR THE SUM OF SIXTEEN DOLLARS AND ($16.08) EIGHT CENTS. THE FIRST ONE OF SAID NOTES FALLS DUE ON THE 11TH. DAY OF JULY, 1930, AND ONE OF THE REMAINING NOTES FALLS DUE ON THE 11TH. DAY OF EACH AND EVERY SUCCEEDING MONTH THERE AFTER, CONSECUTIVELY, UNTIL ALL ARE PAID. SAID GRANTORS HAVE ALSO EXECUTED THEIR ONE JOINT PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF "OURSELVES" AND ENDORSED BY THEM, IN THE SUM OF ONE THOUSAND AND FIFTY-NINE DOLLARS ($1059.00) SAID NOTE FALLS DUE THREE YEARS AFTER DATE AND BEARS INTEREST AT 6% FROM DATE , PAYABLE SEMI-ANNUALLY.

~~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 CHESTER JONES AND WIFE, PANSY JONES, have this day bargained and sold, and do hereby transfer and convey, unto the said FLEM P.GRINSTEAD AND WIFE, FRANCIS GRINSTEAD, THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTHERLY PARTS OF LOTS NOS. 221, 222, AND 223, BLOCK NO.11, OF THE SUBDIVISION OF THE HEFFERNAN PLACE, AS OF RECORD IN BOOK NO.161, PAGE 138, R.O.D.C.TENN. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: - BEGINNING AT A POINT IN THE WESTERLY MARGIN OF 26TH. AVENUE NORTH, FORMERLY THERESA STREET, 90 FEET NORTH OF THE NORTH MARGIN OF EDEN STREET, AND RUNNING THENCE NORTHERLY ALONG THE WESTERN MARGIN OF 26TH AVENUE NORTH, NORTH 50 FEET TO THE NORTHERLY MARGIN OF AN ALLEY; THENCE WESTERLY ALONG THE SOUTHERLY MARGIN OF SAID ALLEY 150 FEET; THENCE AT RIGHT ANGLES SOUTHWARDLY 50 FEET TO A POINT 90 FEET NORTH OF EDEN STREET; THENCE EASTWARDLY AND PARALLEL WITH EDEN STREET, 150 FEET TO THE POINT OF BEGINNING.

SAID FLEM P.GRINSTEAD AND WIFE, AGREE TO PAY ANY AND ALL BACK TAXES AND THE TAXES FROM THIS DATE FORWARD. IN THE DEFAULT OF THE PAYMENT OF ANY OF THE NOTES HEREIN DESCRIBED AS THEY MATURE THE HOLDER OF SAID NOTES MAY DECLARE ALL OF THE SAID NOTES DUE AND PAYABLE.

IF ALL MONTHLY NOTES HAVE BEEN PAID PROMPTLY BY SAID FLEM P.GRINSTEAD AND WIFE, FRANCIS GRINSTEAD, THE ABOVE DESCRIBED NOTE OF $1050.00 WILL BE RENEWED IN NOTES OF $16.00 PER MONTH AT MATURITY.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the same in full. This ... day of ... 1930.

Attest: ... DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FLEM P.GRINSTEAD AND WIFE, FRANCIS GRINSTEAD, , 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 AND heirs and representatives, to warrant and forever defend the title to said real estate to said FLEM P.GRINSTEAD AND WIFE, FRANCIS GRINSTEAD, 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 FLEM P.GRINSTEAD AND WIFE, FRANCIS GRINSTEAD,

do hereby transfer and convey unto ROY D.COOPER, , 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 FLEM P.GRINSTEAD AND WIFE, FRANCIS GRINSTEAD, , 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 $ 1500.00 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 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 FLEM P.GRINSTEAD AND WIFE, FRANCIS GRINSTEAD, , 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 FLEM P.GRINSTEAD AND WIFE, FRANCIS GRINSTEAD,,,, 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 ROY D.COOPER 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 CHESTER JONES AND WIE PANSY JONES, and FLEM P.GRINSTEAD AND WIFE, FRANCIS GRINSTEAD, , hereunto set our hands at NASHVILLE , Tennessee, this the 11TH day of JUNE, , 19 30.

CHESTER JONES
PANSY JONES
FLEM P.GRINSTEAD
FRANCES GRINSTEAD

ACK BEFORE N P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, F.M.SEARIGHT , a Notary Public in and for said County and State, the within-named CHESTER JONES AND WIFE, PANSY JONES AND FLEM P.GRINSTEAD AND WIFE, FRANCIS GRINSTEAD, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And PANSY JONES AND , wi VES of the said CHESTER JONES AND FLEM P.GRINSTEAD, having appeared before me privately and apart from THEIR husband , the said PANSY JONES AND , 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 14 day of JUNE , 19 30.

My commission expires on the 8 day of OCT. , 19 32. (Seal) F.M. SEARIGHT Notary Public.

RECD JUNE 19, 1930 AT 10.30 A.M.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within-named the bargainor , with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

And , wi 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 , Tennessee, this day of , 19 .

My commission expires on the day of , 19 . (Seal)

Notary Public.