NO. 45163 RECORDED JULY 2, 1929. MYKOLAY NAHAY ET UX TO J.O.BARR, ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED ($400.00) DOLLARS
of which TWENTY & NO/100 DOLLARS has been paid in cash by
J.O.BARR ---------- , the receipt of which is hereby acknowledged, and for the remainder
DOLLARS
the said J.O.BARR AND WIFE MARY BARR BARR

HAVE EXECUTED THEIR 38 PROMISSORY NOTES FOR $10.00 EACH, THE FIRST OF WHICH IS DUE APRIL 19, 1929, AND THE OTHERS ON THE 19TH OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID,

This entire debt secured herein having been paid in full to the lawful owner and holder thereof, I hereby release the lien on the within described property, held to secure the payment of said debt. This 22 day of Dec 1930.
Attest: W.E. Foster 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 is expressly retained on the land herein conveyed

WE, MYKOLAY NAHAY AND WIFE, MINNIE NAHAY

have this day bargained and sold, and do hereby transfer and convey, unto the said J.O.BARR AND WIFE MARY BARR, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

"BEING PART OF LOT NO.27 IN THE OLD FAIR GROUNDS PLAN OF LOTS AS OF RECORD IN BOOK 21, PAGE 116, R.O.D.C., TENN. SAID PART OF LOT NO.27 BEGINS AT A POINT ON THE WEST SIDE OF CREEK STREET, FORMERLY FRONT STREET, AND 50 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT NO.27; RUNNING THENCE WESTWARDLY WITH THE SOUTHERLY LINE OF WILLIAM MITCHELL'S LOT, 150 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHWARDLY WITH SAID CREEK STREET, 50 FEET; THENCE EASTWARDLY PARALLEL WITH SAID MITCHELL'S LOT 50 FEET THEREFROM 150 FEET, MORE OR LESS, TO THE WEST MARGIN OF SAID CREEK STREET; THENCE NORTHWARDLY WITH WEST MARGIN OF SAID CREEK STREET, 50 FEET TO THE PLACE OF BEGINNING."

BEING THE SAME PROPERTY CONVEYED TO MYKOLAY NAHAY BY W.H.WHITSITT, TRUSTEE, BY DEED DATED AUGUST 4TH, 1924, AND RECORDED IN BOOK 700, PAGE 113, R.O.D.C.TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J.O.BARR AND WIFE MARY BARR, 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 SAVE ALL 1929 TAXES, WHICH CONVEYEES WILL PAY.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said J.O.BARR AND WIFE MARY BARR, 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 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 -- in hand paid -- , the said J.O.BARR AND WIFE MARY BARR,

do hereby transfer and convey unto B.D.SHRIVER , Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

-- , the said J.O.BARR AND WIFE MARY BARR , 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.

-- 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 -- 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 J.O.BARR AND WIFE MARY BARR, , 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, -- 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.

-- 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. -- 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 J.O.BARR AND WIFE MARY BARR 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. ---

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 MYKOLAY NAHAY, MINNIE NAHAY, and J.O.BARR AND MARY, at NASHVILLE , Tennessee, this the 19 day of MAR. , 1929 .

WITNESS MARK
B.D.SHRIVER

MYKOLAY NAHAY
MINNIE HER X NAHAY MARK
J.O.BARR
MARY BARR

ACKBEFORE N P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EDWIN E.CARLSON , a Notary Public in and for said County and State, the within-named MINNIE NAHAY AND HUSBAND MIKOLAY NAHAY, J.O.BARR AND WIFE MARY BARR the bargainor S , with whom I am personally acquainted, and who acknowledged that HER executed the within instrument for the purposes therein contained.

And MINNIE NAHAY AND MARY BARR , wife of the said MIKOLAY NAHAY AND J.O.BARR having appeared before me privately and apart from THEIR husbandS , the said MIKOLAY NAHAY AND J.O.BARR , 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 19 day of MARCH , 19 29 .
My commission expires on the 23 day of JAN , 19 33 (Seal) EDWIN E.CARLSON, Notary Public.

RECD JUNE 12, 1929 AT 11.11 A.M.