NO. 2331 RECORDED APRIL 1, 1931. W. B. KEENE, ET UX TO OLLIE R. BIGGS ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($2500.00) TWENTY FIVE HUNDRED & 00/100 DOLLARS
of which ($200.00) TWO HUNDRED & 00/100 DOLLARS has been paid in cash by
OLLIE R. BIGGS & WIFE MARY P. BIGGS, receipt of which is hereby acknowledged, and for the remainder
TWENTY THREE HUNDRED & 00/100 DOLLARS
the said OLLIE R. BIGGS & MARY R. BIGGS

HAVE EXECUTED AND DELIVERED THEIR 116 JOINT, MONTHLY PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF I. H. GIBSON, ALL OF THESE NOTES ARE FOR THE SUM OF $25.00 EACH EXCEPT THE LAST NOTE WHICH IS FOR THE SUM OF $19.85. NONE OF THESE NOTES BEAR INTEREST UNTIL AFTER MATURITY AS THE INTEREST HAS BEEN COMPUTED AND ADDITIONAL NOTES GIVEN FOR THIS INTEREST, WHICH MAKES THE TOTAL NUMBER OF NOTES, 116.

MATURITY

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, W. B. KEENE & WIFE ZELDA KEENE

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

OLLIE R. BIGGS & WIFE MARY P. BIGGS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTHERLY 50 FEET OF THE SOUTHERLY 100 FEET OF THE WESTERLY 160 FEET OF LOT NO. 1 ON THE PLAN OF SPRING PARK, AS OF RECORD IN BOOK NO. 57, PAGE 134, R.O.D.C. TENNESSEE, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY MARGIN OF 13TH STREET, FORMERLY ANN STREET, AT A POINT 50 FEET NORTHERLY FROM THE NORTHERLY MARGIN OF FATHERLAND STREET, FORMERLY HOBSON STREET, THENCE WITH THE EASTERLY MARGIN OF 13TH STREET, NORTHERLY 50 FEET; THENCE EASTERLY PARALLEL WITH FATHERLAND STREET, 160 FEET TO THE WESTERLY MARGIN OF AN ALLEY; THENCE WITH THE WESTERLY MARGIN OF SAID ALLEY, SOUTHERLY 50 FEET; THENCE WESTERLY 160 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO W. B. KEENE, ET UX BY DEED OF RECORD IN BOOK NO. 784, PAGE 278, R.O.D.C., TENNESSEE.

I Before Mark I am the true and lawful holder of the [illegible] record and discharge of the lien in favor

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said OLLIE R. BIGGS & WIFE MARY P. BIGGS, 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. PURCHASERS AGREE TO PAY 1931 TAXES.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said OLLIE R. BIGGS & WIFE MARY P. BIGGS, 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 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 OLLIE R. BIGGS & WIFE MARY P. BIGGS do hereby transfer and convey unto W. E. LELAND, JR., 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 OLLIE R. BIGGS & WIFE MARY P. BIGGS, 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 $ 2500.00 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 OLLIE R. BIGGS & WIFE MARY P. BIGGS, 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 one of said notes or part thereof SIXTY DAYS AFTER 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 OLLIE R. BIGGS & WIFE MARY P. BIGGS OR 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. W.E. LELAND, JR.

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 W. B. KEENE & WIFE ZELDA KEENE and OLLIE R. BIGGS & WIFE MARY P. BIGGS, hereunto set our hands at NASHVILLE, Tennessee, this the 15 day of MARCH 19 31.

WITNESSES AS TO HIS MARK
E. D. BROOKS
A. B. GIBSON

W. B. HIS MARK KEENE
ZELDA KEENE
OLLIE R. BIGGS
MARY P. BIGGS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. E. LELAND, JR., a Notary Public in and for said County and State, the within-named OLLIE R. BIGGS & WIFE MARY P. BIGGS the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARY P. BIGGS, wi FE of the said OLLIE R. BIGGS having appeared before me privately and apart from HER husband, the said MARY P. BIGGS, acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from her said husband, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 1ST day of APRIL, 19 31.
My commission expires on the 7 day of JULY, 19 31. (Seal) W.E. LELAND, JR.
Notary Public.

STATE OF TENNESSEE, SUMMER DAVIDSON COUNTY.

Personally appeared before me, R. W. ENDERS, a Notary Public in and for said County and State, the within-named W. B. KEENE & WIFE ZELDA KEENE, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ZELDA KEENE, wi FE of the said W. B. KEENE having appeared before me privately and apart from HER husband, the said ZELDA KEENE, acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband, and for the purposes therein expressed.

Witness my hand and official seal at PORTLAND, Tennessee, this 30TH day of MAR., 19 31
My commission expires on the 10TH day of OCT., 19 31. (Seal) R. W. ENDERS
Notary Public.

RECEIVED APR. 1, 1931, AT 10:30 A. M.