NO. 55755 RECORDED MARCH 3, 1930. CLAUDE S.DUGGER ET UX TO MRS.SUSAN ELVIRA THOMPSON.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SEVEN THOUSAND SEVEN HUNDRED FIFTY ($7750.00) & NO/100 DOLLARS of which TWENTY TWO HUNDRED ($2200.00) & NO/100 OR ITS EQUIVALENT, DOLLARS has been paid in cash by MRS.SUSAN ELVIRA THOMPSON, , receipt of which is hereby acknowledged, and for the remainder A PART OF DOLLARS the said MRS.SUSAN ELVIRA THOMPSON

ASSUMES AND AGREES TO PAY A NOTE FOR $4250.00, DUE JUNE 6, 1932, AND BEARING INTEREST AT THE RATE OF 6% PAYABLE SEMI-ANNUALLY, AND SECURED BY A DEED OF TRUST FROM CLAUDE S.DUGGER AND WIFE, FANNIE MAI DUGGER TO CHARLES F.LOVELL, TRUSTEE, AS OF RECORD IN BOOK 744, PAGE 281, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND FOR THE BALANCE, $1500.00, THE SAID MRS. SUSAN ELVIRA THOMPSON, JOINED BY HER HUSBAND OSCAR F.THOMPSON, HAS EXECUTED AND DELIVERED HER THIRTY-SEVEN (37) JOINT LIEN PROMISSORY NOTES OF EVEN DATE HEREWITH. THE FIRST ONE OF SAID NOTES IS FOR THE SUM OF $41.50, AND EACH NOTE THEREAFTER IS FOR AN AMOUNT SEVENTEEN AND EIGHTEEN (.17 & .18) CENTS LESS THAN THE PRECEDING NOTE EXCEPT THE LAST AND IT BEING FOR THE SUM OF $40.20. NONE OF SAID NOTES BEAR INTEREST UNTIL AFTER MATURITY AS THE INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE.

I declare that I am the true and lawful holder of 37 notes secured by the instrument within recorded, and hereby acknowledge the same satisfied and discharge of the lien to secure the same. This 13 day of June 1932.

Attest: J. Pierce DEPUTY REGISTER

and to secure the payment of said notes, and attorney's fees, a lien is expressly retained on the land herein conveyed

WE, CLAUDE S.DUGGER AND WIFE, FANNIE MAI DUGGER,

have this day bargained and sold, and do hereby transfer and convey, unto the said MRS.SUSAN ELVIRA THOMPSON, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY HALF OF LOT 9 ON THE MAP OF SUNSET PARK, AS OF RECORD IN BOOK 332, PAGE 132, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID PART OF LOT 9 FRONTS 50 FEET ON THE NORTHERLY SIDE OF WEST LINDEN AVENUE, FORMERLY SUNSET AVENUE, AND RUNS BACK 163.6 FEET ON THE EASTERLY LINE, AND 162.75 FEET, MORE OR LESS ON THE WESTERLY LINE TO THE SOUTHERLY LINE OF LOT 20, AND MEASURES 58 FEET ON SAID REAR LINE, AND BEING PART OF THE SAME PROPERTY CONVEYED TO THE SAID CLAUDE S.DUGGER AND WIFE, FANNIE MAI DUGGER BY DEED FROM R.C.SHELLEY AND WIFE, AS OF RECORD IN BOOK 838, PAGE 78, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS.SUSAN ELVIRA THOMPSON, 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 STATED HEREIN.

WE further covenant and bind OURSELVES, OUR, heirs and representatives, to warrant and forever defend the title to said real estate to said MRS.SUSAN ELVIRA THOMPSON, HER 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 I, the said MRS.SUSAN ELVIRA THOMPSON,

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

I , the said MRS.SUSAN ELVIRA THOMPSON, , 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 to the policy or policies to said Trustee for the benefit of the lawful owner and holder of notes, as his interest may appear.

I 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 I 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 I, the said MRS.SUSAN ELVIRA THOMPSON, , 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 I fail to pay any one 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, I 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 sotuh 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.

I 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. I 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 representatives or assigns. MRS.SUSAN ELVIRA THOMPSON,

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. ED.T.HORN,

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 CLAUDE S.DUGGER AND WIFE, FANNIE MAI DUGGER and MRS.SUSAN ELVIRA THOMPSON, , hereunto set our hands at NASHVILLE, Tennessee, this the 27TH day of JANUARY, 1930.

CLAUDE S.DUGGER
FANNIE MAI DUGGER
MRS.SUSAN ELVIRA THOMPSON

ACK BEFORE N.P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, BERNICE BAKER, a Notary Public in and for said County and State, the within-named CLAUDE S.DUGGER AND WIFE FANNIE MAI DUGGER AND MRS.SUSAN ELVIRA THOMPSON, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And FANNIE MAI DUGGER, wife of the said CLAUDE S.DUGGER, having appeared before me privately and apart from HER husband, the said FANNIE MAI DUGGER, 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 28 day of JAN, 1930.

My commission expires on the 17 day of JULY, 1932. (Seal) BERNICE BAKER
Notary Public.

RECD FEB 13, 1930 AT 11:03 A.M.