NO. 96466 RECORDED MARCH 17, 1930 GRAVES PATE ET UX TO F.F.CRAIGHEAD ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($4500.00) FORTY FIVE HUNDRED AND NO/100 DOLLARS
of which ($1250.00) TWELVE HUNDRED FIFTY AND NO/100 OTHER PROPERTY GIVEN AS CASH BY DOLLARS has been paid in cash,
F.F.CRAIGHEAD & WIFE, ANNIE G.CRAIGHEAD, , receipt of which is hereby acknowledged, and for the remainder
($3250.00) THIRTY TWO HUNDRED FIFTY AND NO/100 DOLLARS
the said F.F.CRAIGHEAD & WIFE, ANNIE G.CRAIGHEAD,

HAVE EXECUTED THEIR 8 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF GRAVES PATE; THE FIRST 7 OF SAID NOTES ARE FOR THE SUM OF $45.00 EACH, AND THE LAST OF SAID NOTES IS FOR THE SUM OF $47.25; THE FIRST OF SAID NOTES IS DUE ONE MONTH AFTER DATE, AND ONE EACH MONTH THEREAFTER UNTIL ALL ARE DUE AND PAYABLE; SAID NOTES DO NOT BEAR INTEREST UNTIL AFTER MATURITY, THE INTEREST HAVING BEEN COMPUTED AND ADDED IN THE FACE OF THE NOTES. IT IS HEREBY AGREED BY THE PARTIES TO THIS DEED THAT ANY OF THESE NOTES MAY BE TAKEN UP BEFORE MATURITY AT A DISCOUNT OF 2½ CENTS EACH MONTH FOR EACH NOTE BEFORE SAID NOTE MATURES, PROVIDED SAID NOTES ARE TAKEN UP IN THE ORDER OF THEIR MATURITY.

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, GRAVES PATE & WIFE, FREIDA H.PATE

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

F.F.CRAIGHEAD AND WIFE, ANNIE G.CRAIGHEAD, THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.16 ON THE PLAN OF H.M.DOAK'S SUBDIVISION AS OF RECORD IN BOOK 332, PAGE 22, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO.16 FRONTS 50 FEET ON THE NORTH SIDE OF MCKINNIE AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 174 FEET TO AN ALLEY. THE WESTERLY LINE OF LOT NO.16 BEING THE EASTERLY MARGIN OF 14TH STREET, AND BEING THE SAME PROPERTY CONVEYED TO GRAVES PATE BY DEED FROM THOMAS A.HILL, AND WIFE, WILLIE M.HILL, OF RECORD IN BOOK___ PAGE___ REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

GRANTEES ASSUME TAXES FOR THE YEAR 1930.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said F.F.CRAIGHEAD & WIFE, ANNIE G.CRAIGHEAD, 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 F.F.CRAIGHEAD & WIFE, ANNIE G.CRAIGHEAD, 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 F.F.CRAIGHEAD & WIFE ANNIE G. CRAIGHEAD,

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

Received for record this 3 day of March 1930 at 10:45 A.M. and duly recorded the same in full. This 3 day of March 1930
Attest: [signature] DEPUTY REGISTER

WE, the said F.F.CRAIGHEAD & WIFE, ANNIE G.CRAIGHEAD, , do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company in companies for at least the sum of $ 3000.00 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 hereon, the same to bear interest from the date of such payment.

Now, if WE, the said F.F.CRAIGHEAD & WIFE, ANNIE G.CRAIGHEAD, , 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 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 recitals may find 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 US OR OUR LEGAL, 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 GEORGE B.GRAVES, 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 F.F.CRAIGHEAD & WIFE, ANNIE G.CRAIGHEAD, and GRAVES PATE & WIFE, FREIDA H.PATE, hereunto set our hands at NASHVILLE, Tennessee, this the 17TH day of FEBRUARY, 1930.

GRAVES PATE
FRIEDA H.PATE
F.F.CRAIGHEAD
ANNIE G.CRAIGHEAD

ACK BEFORE N.P.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, AMOS L.EDWARDS, a Notary Public in and for said County and State, the within-named GRAVES PATE & WIFE, FREIDA H.PATE AND F.F.CRAIGHEAD & WIFE, ANNIE G.CRAIGHEAD, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And FREIDA H.PATE AND ANNIE G.CRAIGHEAD, wives of the said GRAVES PATE AND F.F.CRAIGHEAD, having appeared before me privately and apart from THEIR husbands, the said FREIDA H.PATE AND ANNIE G.CRAIGHEAD, 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 28 day of FEB., 1930.
My commission expires on the 16 day of JAN., 1932. (Seal) AMOS L. EDWARDS
Notary Public.

RECD MCH 3, 1930 AT 10.45 A.M.