√ NO. 59336 RECORDED MAY 14, 1930. SOUTHERN SECURITIES CO. TO HOWARD MYERS ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SIXTEEN HUNDRED AND NO/100 DOLLARS
of which FIFTY AND NO/100 DOLLARS has been paid in cash by
HOWARD MYERS AND WIFE, SARAH MYERS, , receipt of which is hereby acknowledged, and for the remainder
FIFTEEN HUNDRED FIFTY AND NO/100 DOLLARS
the said HOWARD MYERS AND WIFE, SARAH MYERS, BOTH OF WHOM ARE MORE THAN TWENTY-ONE YEARS OF AGE, HAVE EXECUTED THEIR ONE HUNDRED FIFTY-FIVE NOTES, PAYABLE TO ORDER OF SOUTHERN SECURITYES COMPANY, SAID NOTES BEING DATED MAY 1ST, 1930, AND BEING DUE ON THE FIRST DAY OF THE ONE HUNDRED FIFTY-FIVE CONSECUTIVE MONTHS IMMEDIATELY FOLLOWING THEIR DATE; THE INTEREST ON THE ENTIRE UNPAID BALANCE IS ADDED IN EACH NOTE, MAKING THE FIRST NOTE SEVENTEEN AND 75/100 ($17.75) DOLLARS, AND EACH SUCCEEDING NOTE FIVE CENTS LESS THAN THE NOTE WHICH IT FOLLOWS, SO THAT SAID NOTES WILL BEAR NO INTEREST, EXCEPT AFTER MATURITY, AND IF ANY NOTE IS PAID BEFORE MATURITY, IT SHALL BE DISCOUNTED AT THE RATEOF FIVE CENTS PER MONTH FOR THE UNEXPIRED TERM, PROVIDED THE NOTES ARE PAID IN THE ORDER OF THEIR MATURITY;

all of said notes bearing six per cent. interest from OF MATURITY 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

SOUTHERN SECURITIES COMPANY, A CORPORATION, HAS
have this day bargained and sold, and do hereby transfer and convey, unto the said
HOWARD MYERS AND WIFE, SARAH MYERS, THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.24 IN A.W.WILLS ADDITION TO EAST NASHVILLE, A PLAN OF WHICH IS OF RECORD IN BOOK NO.57, PAGE 82, R.O.D.C.TENNESSEE. SAID LOT NO. 24 FRONTS 50 FEET ON THE WEST SIDE OF NORTH SEVENTH STREET, AND RUNS BACK BETWEEN PARALLEL LINES 165 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO THE UNDERSIGNED SOUTHERN SECURITIES COMPANY, A CORPORATION, BY DEED FROM A.S.WEINBAUM,SR., TRUSTEE, OF RECORD IN BOOK NO. 805, PAGE 366, R.O.D.C.TENNESSEE, TO WHICH REFER IS HERE MADE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said
HOWARD MYERS AND WIFE, SARAH MYERS, THEIR, heirs and assigns, forever, and covenant that SOUTHERN SECURITIES COMPANY, A CORPORATION, lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that IT IS the same is unincumbered.

IT further covenants and binds ITSELF, ITS SUCCESSORS AND ASSIGNS, and representatives, to warrant and forever defend the title to said real estate to said HOWARD MYERS AND WIFE, SARAH MYERS, 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 HOWARD MYERS AND WIFE, SARAH MYERS,

do hereby transfer and convey unto ELMER LAWRENCE, 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 declare that I am the true holder of the claim secured by this instrument within recorded, and hereby acknowledge the satisfaction thereof and the release of the lien by same. This 1 day of June 1944
Southern Securities Co.
by Charles Gilbert Attorney in fact.
Attest: [illegible]
DEPUTY REGISTER

WE, the said HOWARD MYERS AND WIFE, SARAH MYERS, 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 $ 1200.00 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 will 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 on request 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 HOWARD MYERS AND WIFE, SARAH MYERS, 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 WITHIN THREE MONTHS AFTER maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided OR IF 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 HOWARD MYERS AND WIFE, SARAH MYERS, THEIR 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 ELMER LAWRENCE, 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, THE SAID SOUTHERN SECURITIES COMPANY HAS CAUSED ITS CORPORATE NAME TO BE HEREUNTO SUBSCRIBED BY A.S.WEINBAUM,SR., ITS PRESIDENT, AND ITS CORPORATE SEAL TO BE AFFIXED AND ATTESTED, BY LEON GILBERT, ITS SECRETARY, AT NASHVILLE, TENNESSEE, ON THIS 1ST DAY OF MAY, 1930.

In witness whereof, WE the said , hereunto set our hands and seal this day of , 19 .

ATTEST: LEON GILBERT, SECRETARY. (SEAL) SOUTHERN SECURITIES COMPANY, BY A.S.WEINBAUM,SR. PRESIDENT.

IN WITNESS WHEREOF, WE, THE SAID HOWARD MYERS AND WIFE, SARAH MYERS, HEREUNTO SET OUR HANDS AT NASHVILLE, TENNESSEE, THIS THE 1ST DAY OF MAY, 1930.
HOWARD MYERS
SARAH MYERS

ACK BEFORE M P
STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EDWIN A.PRICE,JR., , a Notary Public in and for said County and State, the within-named HOWARD MYERS AND WIFE, SARAH MYERS, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And SARAH MYERS, , wife of the said HOWARD MYERS, having appeared before me privately and apart from HER husband, the said SARAH MYERS, , 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 7TH day of MAY, 1930
My commission expires on the 6 day of OCT., 1930. (Seal) EDWIN A.PRICE,JR., Notary Public.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BEFORE ME, E.FORREST SANDERS, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED A.S.WEINBAUM,SR., AND LEON GILBERT, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY, RESPECTIVELY, OF SOUTHERN SECURITIES COMPANY, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT THEY, AS SUCH PRESIDENT AND SECRETARY, RESPECTIVELY, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY THE SAID A.S.WEINBAUM,SR., AS PRESIDENT, AND AFFIXING ITS CORPORATE SEAL THERETO AND ATTESTING THE SAME BY THE SAID LEON GILBERT, AS SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE IN NASHVILLE, TENNESSEE, THIS 1ST DAY OF MAY, 1930.

(SEAL) E.FORREST SANDERS,
NOTARY PUBLIC.

COM.EX. 1/16/34.

RECD MAY 9, 1930 AT 12.48 P M