NO. 60204 RECORDED JUNE 4, 1930. FRANK W.WALKER ET UX TO E.W.MAYES ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED FIFTY AND NO/100 ($450.00) DOLLARS
of which FORTY AND NO/100 ($40.00) DOLLARS has been paid in cash by
E.W.MAYES AND WIFE, MARIE MAYES, , receipt of which is hereby acknowledged, and for the remainder
OF FOUR HUNDRED TEN AND NO/100 ($410.00) DOLLARS
the said E.W.MAYES AND WIFE, MARIE MAYES,
HAVE EXECUTED THEIR 41 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH FOR THE SUM OF $10.00 EACH, DUE AND PAYABLE MONTHLY, TO THE ORDER OF MOLLIE M.WALKER, THE FIRST ONE OF SAID NOTES IS DUE AND PAYABLE ON APRIL 15TH, 1930 AND THE OTHERS, ONE EACH ON THE 15TH DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID.

PURCHASER ASSUMES THE TAXES FOR THE YEAR 1930.

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/AND WIFE, IMOGENE W. FOSTER, VIVIAN FOSTER DAVIS AND HUSBAND, DONALD R.DAVIS AND BERNYS L.FOSTER AND WIFE,JESSIE FOSTER,ALL OF LAWFUL AGE AND ONLY HEIRS AT LAW OF B.L.FOSTER,DECEASED,
WE, MOLLIE M.WALKER AND HUSBAND, FRANK W.WALKER,R.J.FOSTER AND WIFE, LOUISE FOSTER, E.D.FOSTER
have this day bargained and sold, and do hereby transfer and convey, unto the said E.W.MAYES AND WIFE, MARIE MAYES, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LOTS NOS. 63, 64 AND 65 IN THE PLAN OF EASTMORELAND AS OF RECORD IN BOOK NO.161, PAGE NO.170, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE.
SAID LOTS NOS. 63, 64 AND 65 FRONT 50 FEET EACH ON THE NORTH SIDE OF LUCILE STREET AND RUN BACK BETWEEN PARALLEL LINES, 140 FEET TO AN ALLEY.
BEING THE SAME PROPERTY CONVEYED TO B.L.FOSTER BY DEED FROM B.F.SHIELDS OF RECORD IN BOOK 353, PAGE 172, OF THE 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 E.W.MAYES AND MARIE MAYES, 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 E.W.MAYES AND WIFE MARIE MAYES, 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 MOLLIE M.WALKER ET AL AND E.W.MAYES AND WIFE MARIE MAYES do hereby transfer and convey unto W.A.SHARPE, 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 E.W.MAYES AND WIFE, MARIE MAYES, keep all buildings now on, or to be hereafter erected on said property, insured [illegible] sum of $ --- until the notes herein secured are fully paid, and to have the [illegible] for the benefit of the lawful owner and holder of notes as his interest may appear.

WE further agree to keep the improvements on said property in good repair and pay all taxes and assessments levied thereon, and to pay them when due and in case WE fail to do either, that the said Trustee or the lawful owner of the notes aforesaid, or any of them, may do any or all of these things and charge and collect the amount so expended [illegible] same to bear interest from the date of such payment.

Now, if WE, the said E.W.MAYES AND WIFE, MARIE MAYES, 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 make 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 twenty 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, the whole of said notes shall then past due and unpaid, all remaining unpaid notes shall become due and payable at once, 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 E.W.MAYES AND WIFE, MARIE MAYES, 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.A.SHARPE

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 MOLLIE M.WALKER ET AL and E.W.MAYES AND WIFE, MARIE MAYES, hereunto set our hands at NASHVILLE, Tennessee, this the 15TH day of MARCH ,19 30.

BERNYS L.FOSTER
JESSIE E.FOSTER
E.W.MAYES
MARIE MAYES
R.J.FOSTER
LOUISE FOSTER
E.D.FOSTER
IMOGENE W.FOSTER
VIVIAN FOSTER DAVIS
DONALD R.DAVIS
F.W.WALKER
MOLLIE M.WALKER

ACK BEFORE N P
STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.A.SHARPE, a Notary Public in and for said County and State, the within-named F.W.WALKER & WIFE MOLLIE M.WALKER, E.W.MAYES & WIFE MARIE MAYES, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MOLLIE M.WALKER & MARIE MAYES, F.W.WALKER & E.W.MAYES, wives of the said having appeared before me privately and apart from THEIR husband S, the said MOLLIE M.WALKER AND MARIE MAYES, 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 26TH day of MAY, 19 30.

My commission expires on the 5 day of JANY, 1931. (Seal) J.A.SHARPE
Notary Public.

STATE OF TENNESSEE,
COUNTY OF DAVIDSON.
PERSONALLY APPEARED BEFORE ME, V.W.DEAN,A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,THE WITHIN NAMED R.J.FOSTER AND WIFE, LOUISE FOSTER, VIVIAN FOSTER DAVIS AND HER HUSBAND, DONALD R. DAVIS, AND E.D.FOSTER AND WIFE, IMOGENE W.FOSTER, THE BARGAINORS WITH WHOM I AM PERSONALLY ACQUAINTED,AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN DEED FOR THE PURPOSES THEREIN CONTAINED.
AND LOUISE FOSTER AND VIVIAN FOSTER DAVIS AND IMOGENE W.FOSTER, WIVES OF THE SAID R.J.FOSTER DONALD R.DAVIS, AND E.D.FOSTER, HAVING PERSONALLY APPEARED BEFORE ME, PRIVATELY AND APART FROM THEIR HUSBAND, THE SAID LOUISE FOSTER, VIVIAN FOSTER DAVIS AND IMOGENE W.FOSTER ACKNOWLEDGED THE EXECUTION OF THE SAID DEED TO HAVE BEEN DONE BY THEM, FREELY, VOLUNTARILY, AND UNDERSTANDINGLY, WITHOUT COMPULSION OR CONSTRAINT FROM THEIR SAID HUSBAND, AND FOR THE PURPOSES THEREIN EXPRESSED.
WITNESS MY HAND AND OFFICIAL SEAL AT OLD HICKORY, TENNESSEE, THIS 18TH DAY OF APRIL, 1930.
COM.EX. JANUARY 23, 1933. (SEAL) V.W.DEAN, NOTARY PUBLIC.

STATE OF PENNSYLVANIA, ALLEGHENY COUNTY.
PERSONALLY APPEARED BEFORE ME, CHARLES H.BODE, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED BERNYS L.FOSTER AND JESSIE E.FOSTER, THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN DEED INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. AND JESSIE E.FOSTER, WIFE OF THE SAID BERNYS L.FOSTER, HAVING PERSONALLY APPEARED BEFORE ME, PRIVATELY AND APART FROM HER HUSBAND, THE SAID JESSIE E. FOSTER, ACKNOWLEDGED THE EXECUTION OF SAID DEED 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 PITTSBURGH, PA., THIS 8TH DAY OF MAY, 1930.
CHARLES H.BODE,NOTARY PUBLIC (SEAL) CHARLES H.BODE, NOTARY PUBLIC
MY COM.EX.MAR 5, 1933.

RECD MAY 31, 1930 AT 9.35 A.M.