NO. 6314 RECORDED JULY 21, 1931. CITY REALTY CO INC. TO W. H. DEPRIEST ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR

PAID IN CASH BY W. H. DEPRIEST AND WIFE, EUNICE DEPRIEST, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION PAID, THE RECEIPT WHEREOF IS ALSO HERE ACKNOWLEDGED, AND AS PART CONSIDERATION THE SAID W. H. DE PRIEST AND EUNICE DE PRIEST HEREBY ASSUME THE PAYMENT OF TWO NOTES OF H. M. DIXON AND PEARL DIXON DATED JUNE 4TH, 1930, ONE FOR THE SUM OF $150.00, PAYABLE JUNE 4TH, 1932 AND ONE FOR $1680.00, PAYABLE JUNE 4TH, 1933, THE PAYMENT OF WHICH NOTES WITH INTEREST, IS SECURED BY A DEED OF TRUST EXECUTED BY THE SAID H. M. DIXON AND WIFE, PEARL DIXON, CONVEYING TO CHAS. F. LOVELL, V. P. OF THE COMMERCE UNION BANK, THE PROPERTY HEREINAFTER DESCRIBED, WHICH DEED OF TRUST IS RECORDED IN BOOK NO. 707, PAGE 719, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, AND THE SAID W. H. DE PRIEST AND EUNICE DE PRIEST HEREBY AGREE TO PAY INTEREST ON SAID NOTES FROM THE DATE OF THIS INSTRUMENT UNTIL PAID, AND FOR THE BALANCE OF SAID CONSIDERATION, THE SAID W. H. DE PRIEST AND EUNICE DE PRIEST HAVE EXECUTED AND DELIVERED TO THE UNDERSIGNED CITY REALTY COMPANY INC. TWENTY-FIVE NOTES FOR $50.00 EACH, OF EVEN DATE HEREWITH AND PAYABLE MONTHLY, BEGINNING SEPTEMBER 1, 1931;

all of said notes bearing six per cent interest from date, and providing for payments of attorney's fees; and to secure the payment said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed THE UNDERSIGNED CITY REALTY COMPANY, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF TENNESSEE, HAS this day bargained and sold, and do hereby transfer and convey, unto the said W. H. DE PRIEST AND WIFE, EUNICE DE PRIEST, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS. 53, 54, 55 AND 56 IN THE SUBDIVISION OF THE MAPLEWOOD HOME TRACT, IN THE 11TH CIVIL DISTRICT OF DAVIDSON COUNTY, AS OF RECORD IN BOOK NO. 421, PAGE 174, IN THE REGISTER'S OFFICE OF SAID COUNTY. SAID LOT NO. 53 FRONTS 100 FEET ON THE WESTERLY SIDE OF BAXTER STREET, AND RUNS BACK BETWEEN PARALLEL LINES, 225 FEET TO THE EAST LINE OF LOT NO. 56. SAID LOT NO. 54 FRONTS 78.7 FEET ON THE WESTERLY SIDE OF BAXTER STREET, AND RUNS BACK 225 FEET ON THE SOUTH LINE, AND 225.4 FEET ON THE NORTH LINE, WITH THE SOUTHERLY MARGIN OF MCIVER STREET, TO THE EAST LINE OF LOT NO. 55 AND MEASURES 68.9 FEET ON SAID LINE. SAID LOT NO. 55 FRONTS 60 FEET ON THE EASTERLY SIDE OF BURRUS STREET, AND RUNS BACK 225 FEET ON THE SOUTH LINE AND 225.4 FEET ON THE NORTH LINE WITH THE SOUTHERLY MARGIN OF MCIVER STREET, TO THE WEST LINE OF LOT NO. 54 AND MEASURES 68.9 FEET ON SAID LINE. SAID LOT NO. 56 FRONTS 100 FEET ON THE EASTERLY SIDE OF BURRUS STREET, AND RUNS BACK BETWEEN PARALLEL LINES, 225 FEET TO THE WEST LINE OF LOT NO. 53. SAID FOUR LOTS WERE CONVEYED TO THE UNDERSIGNED CITY REALTY COMPANY, INC. BY DEED OF H. M. DIXON AND WIFE, RECORDED IN BOOK NO. 833, PAGE 609, IN THE REGISTER'S OFFICE OF SAID COUNTY.

IT IS HEREBY AGREED AND UNDERSTOOD AND IS PART OF THE CONSIDERATION HEREOF, THAT ALL TAXES ASSESSED AGAINST SAID PROPERTY FOR THE YEAR 1931 SHALL BE PRO-RATED BY AND BETWEEN THE PARTIES HERETO ACCORDING TO THE DURATION OF OWNERSHIP OF SAID PROPERTY BY SAID PARTIES IN SAID YEAR.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the same in full. This ... day of ... 1938

... REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W. H. DEPRIEST AND WIFE, EUNICE DE PRIEST, THEIR heirs and assigns, forever, WE DO 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 unencumbered.

WE DO further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said W. H. DE PRIEST AND WIFE, EUNICE DE PRIEST, 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 W. H. DE PRIEST AND WIFE, EUNICE DE PRIEST do hereby transfer and convey unto D. P. WRENNE, JR., Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE, the said W. H. DE PREIST AND EUNICE DE PRIEST, 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 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 W. H. DE PRIEST AND EUNICE DE PRIEST, 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 sucessor 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 in 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 W. H. DE PRIEST AND WIFE, HEIR 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 any instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to D. P. WRENNE, JR. 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 CITY REALTY COMPANY, INC., HAS CAUSED ITS NAME TO BE SUBSCRIBED HEREUNTO BY ITS PRESIDENT AND ITS VICE-PRESIDENT AND ITS CORPORATE SEAL ATTACHED, AND WE, THE SAID W. H. DE PRIEST AND WIFE, EUNICE DE PRIEST, HAVE SIGNED OUR NAMES, hereunto, at NASHVILLE, Tennessee, this the 20TH day of JULY, 1931.

(SEAL) CITY REALTY COMPANY, INC.
BY W. L. BAINBRIDGE, PRESIDENT
S. E. DAVIS, VICE PRESIDENT
W. H. DEPRIEST
EUNICE DE PRIEST

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, P. DE GRAAUW, a Notary Public in and for said County and State, the within named W. H. DE PRIEST AND WIFE, EUNICE DE PRIEST the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And EUNICE DE PRIEST, WIFE of the said W.H. DE PRIEST having appeared before me privately and apart from HER husband, the said W. H. DE PRIEST, 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 20 TH day of JULY, 1931

My commission expires on the 25TH day of JULY, 1934. (Seal) P. DE GRAAUW Notary Public.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

BEFORE ME, P. DE GRAAUW, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED W. L. BAINBRIDGE AND S. E. DAVIS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO, UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT & VICE PRESIDENT OF THE CITY REALTY COMPANY, INC., THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND VICE PRESIDENT, BEING AUTHORIZED SO TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY THEMSELVES AS PRESIDENT AND VICE PRESIDENT, RESPECTIVELY, AND AFFIXING THE CORPORATE SEAL.

WITNESS MY HAND AND SEAL AT OFFICE IN NASHVILLE, TENNESSEE, THIS 20TH DAY OF JULY, 1931.

MY COM. EXPIRES JULY 25TH, 1934.

(SEAL) P. DE GRAAUW, NOTARY PUBLIC.

RECEIVED JULY 21, 1931, AT 11:50 A. M.

STEGER-MILLER, NASHVILLE