NUMBER 34464 RECORDED NOV. 8, 1933. J. C. NAPIER, ET UX TO ISAAC MARTIN, ET UX.

INSTALLMENT DEED

For and in Consideration of the sum of THREE THOUSAND ($3,000) DOLLARS
of which TWO HUNDRED ($200) DOLLARS has been paid in cash by
ISAAC MARTIN AND WIFE, SOPHIA MARTIN, receipt of which is hereby acknowledged, and for the remainder
TWENTY EIGHT HUNDRED ($2,800) DOLLARS
the said ISAAC MARTIN AND WIFE, SOHPIA MARTIN

HAVE EXECUTED THEIR ONE HUNDRED FORTY (140) JOINT PROMISORY NOTES, BEARING EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF N. L. NAPIER FOR THE PRINCIPAL SUM OF TWENTY ($20) DOLLARS EACH WITH INTEREST AT THE RATE OF 6% PER ANNUM COMPUTED AND ADDED IN THE FACE OF EACH NOTE. THE FIRST ONE OF SAID NOTES BEING FOR THE SUM OF THIRTY FOUR ($34) DOLLARS AND EACH ONE OF THE OTHER NOTES FOR AN AMOUNT OF TEN CENTS LESS THAN ITS PREDECESSOR AND NONE OF SAID NOTES BEARS INTEREST EXCEPT AFTER DATE OF MATURITY. THE FIRST ONE OF SAID NOTES FALLS DUE AND BECOMES PAYABLE APRIL 1, 1928 AND THE OTHERS ON THE FIRST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID IN FULL.

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, J. C. NAPIER AND WIFE N. L. NAPIER
have this day bargained and sold, and do hereby transfer and convey, unto the said
ISAAC MARTIN AND WIFE, SOPHIA MARTIN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT 145 IN THE HEFFERNAN PLACE RECORDED IN BOOK 161, PAGE 138, OF THE R.O.D.C. TENNESSEE.

SAID LOT FRONTS 50 FEET ON THE NORTH SIDE OF ALBION STREET AND EXTENDS NORTHWARDLY BETWEEN PARALLEL LINES 140 FEET TO AN ALLEY;

AND BEING ONE OF THE TWO LOTS, HERETOFORE CONVEYED TO H. T. NOEL, AND J. C. NAPIER BY DEED OF L. H. DAVIS, TRUSTEE, AT AL., DATED MAY 19, 1914 AND RECORDED IN BOOK 504, PAGE 329, OF SAID REGISTER'S OFFICE.

AND BEING ALSO THE SAME TRACT OR PARCEL OF LAND HERETOFORE CONVEYED TO US BY DEED OF R. C. EDMONDSON AND WIFE, MARIA LEE NOEL EDMONDSON, RECORDED IN BOOK 653, PAGE 763, OF SAID REGISTER'S OFFICE.

I declare that I am the true and lawful holder of the claim secured by the instrument within
satisfied and hereby acknowledge the same to be released and discharged of the lien to secure
this same in full. This [illegible] day of [illegible], 1934.
Attest: [illegible] DEPUTY REGISTER

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said
ISAAC MARTIN AND WIFE, SOPHIA MARTIN, 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, EXCEPT FOR TAXES FOR 1928 OF WHICH VENDEE ASSUMES PAYMENT OF FIVE-SIX AND THE VENDOR OF ONE SIX,

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ISAAC MARTIN AND WIFE, SOHPIA MARTIN, 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 ISAAC MARTIN AND WIFE, SOPHIA MARTIN

do hereby transfer and convey unto A. G. PRICE, 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 ISAAC MARTIN AND WIFE, SOPHIA MARTIN, 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 $ 2,000.00 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 herein, the same to bear interest from the date of such payment.

Now, if WE, the said ISAAC MARTIN AND WIFE, SOPHIA MARTIN, 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, 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 US OR OUR ORDER, 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 A. G. PRICE 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 J. C. NAPIER AND WIFE, N. L. NAPIER
and ISAAC MARTIN AND WIFE, SOHPIA MARTIN, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of MARCH, 19 28.

J. C. NAPIER
N. L. NAPIER
ISAAC MARTIN
SOPHIA MARTIN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, M. G. FERGUSON, a Notary Public in and for said County and State, the within-named J. C. NAPIER AND WIFE, N. L. NAPIER, ISAAC MARTIN AND WIFE, SOPHIA MARTIN the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And N.L. NAPIER AND SOHPIA MARTIN, J. C. NAPIER AND ISAAC MARTIN, wi VES of the said having appeared before me privately and apart from THEIR husband S, the said N. L. NAPIER AND SOHPIA MARTIN, 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, DAVIDSON COUNTY, Tennessee, this 1ST day of MARCH, 19 28.
My commission expires on the 10 day of JAN. 19 31. (Seal) M. G. FERGUSON Notary Public.

RECEIVED NOV. 7, 1933, AT 9:37 A.M.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within-named the bargainor , with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

And , wi of the said having appeared before me privately and apart from husband , the said , acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal at , Tennessee, this day of , 19
My commission expires on the day of , 19 (Seal)
Notary Public.