V. I. L. E.

NO. 17352 RECORDED MAY 25, 1932. J. L. BRADFORD ET UX TO S. J. BARNES, ET UX.

INSTALLMENT DEED AND

FOR AND IN CONSIDERATION of the sum of SIXTEEN HUNDRED/FIFTY ($1650.00) DOLLARS of which FIFTY ($50.00) DOLLARS has been paid in cash by S. J. BARNES AND WIFE MATTIE P. BARNES, receipt of which is hereby acknowledged, and for the remainder SIXTEEN HUNDRED ($1600.00) DOLLARS, the said S. J. BARNES AND WIFE MATTIE B. BARNES

HAVE EXECUTED THEIR 107 JOINT PROMISSORY MONTHLY NOTES, THE FIRST 106 OF SAID NOTES BEING IN THE SUM OF $15.00 EACH AND THE 107TH, OR LAST NOTE, BEING IN THE SUM OF $10.00. ALL OF SAID NOTES BEAR DATE OF MARCH 10, 1932, AND ARE PAYABLE TO THE ORDER OF J. L. BRADFORD AND DOVIE E. BRADFORD. THE FIRST ONE OF SAID NOTES IS DUE AND PAYABLE ON OR BEFORE APRIL 10, 1932, AND THE OTHERS ON OR BEFORE THE 10TH DAY OF EACH MONTH RESPECTIVELY THEREAFTER,

I declare that I am the true and lawful holder of the claim secured by the foregoing instrument within recorded, and hereby acknowledge the same in full. This 25 day of May 1932
Attest: [illegible] Register
By [illegible] D.C.

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. L. BRADFORD AND WIFE DOVIE E. BRADFORD, have this day bargained and sold, and do hereby transfer and convey, unto the said S. J. BARNES AND WIFE, MATTIE P. BARNES, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING A TRACT OF LAND IN THE 13TH, FORMERLY THE 23RD, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED ACCORDING TO A SURVEY MADE MARCH 4, 1932, BY ERLE DRAKE, COUNTY SURVEYOR FOR SAID COUNTY, AS FOLLOWS: BEGINNING IN THE CENTER OF THE HYDES FERRY PIKE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE TENNESSEE CENTRAL RAILROAD; RUNNING THENCE WITH THE CENTER OF SAID PIKE NORTH 64½ DEGREES EAST 575 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED BY J. W. WALKUP AND WIFE TO MARGARET NUNLEY BY DEED OF RECORD IN BOOK 691, PAGE 2, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE; THENCE WITH NUNLEY'S WEST LINE SOUTH 3½ DEGREES EAST 419 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RAILROAD; THENCE WITH SAID RIGHT-OF-WAY LINE AND WITH THE RAILROAD FENCE 570 FEET TO THE BEGINNING.

THIS IS THE SAME PROPERTY WHICH WAS CONVEYED TO J. L. BRADFORD AND WIFE DOVIE E. BRADFORD BY WARRANTY DEED FROM J. W. WALKUP AND WIFE ELIZABETH WALKUP, SAID DEED BEING OF RECORD IN BOOK NO. 821, PAGE 656, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

THE PURCHASERS ASSUME AND AGREE TO PAY TAXES ON THE ABOVE DESCRIBED PROPERTY FOR THE YEAR 1932.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said S. J. BARNES AND WIFE MATTIE P. BARNES, 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 unencumbered.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said S. J. BARNES AND WIFE; MATTIE P. BARNES, 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 S. J. BARNES AND WIFE MATTIE P. BARNES do hereby transfer and convey unto C. E. WRIGHT, 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 S. J. BARNES AND WIFE MATTIE P. BARNES, 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 $ 1,000.00 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 S. J. BARNES AND WIFE MATTIE P. BARNES, 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 OR WITHIN 30 DAYS THEREAFTER 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 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 S. J. BARNES AND WIFE, MATTIE P. BARNES, 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-maturing 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 C. E. WRIGHT 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. L. BRADFORD AND WIFE DOVIE E. BRADFORD and S. J. BARNES AND WIFE MATTIE P. BARNES, hereunto set our hands at NASHVILLE, Tennessee, this the 10TH day of MARCH, 1932., 193 .

J. L. BRADFORD
DOVIE E. BRADFORD
S. J. BARNES
MATTIE P. BARNES

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, BAXTER CATO, a Notary Public in and for said County and State, the within named J. L. BRADFORD AND WIFE DOVIE E. BRADFORD AND S. J. BARNES AND WIFE MATTIE P. BARNES the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And DOVIE E. BRADFORD AND MATTIE P. BARNES, WIVES of the said J. L. BRADFORD AND S. J. BARNES having appeared before me privately and apart from THEIR husband S, the said DOVIE E. BRADFORD AND MATTIE P. BARNES, 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 12TH day of MARCH, 193 2.

My commission expires on the 5 day of OCT., 193 5. (Seal) BAXTER CATO

Received on the 24TH day of MAY, 193 2; AT 9:55 A.M. Notary Public.

FOSTER & PARKER CO., NASHVILLE