FILED NO. 21693 RECORDED SEPT. 27, 1932. O. R. BLANTON ET UX TO W. F. BUGG, ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THIRTY-THREE HUNDRED FIFTY ($3350.00) DOLLARS of which SEVEN HUNDRED FIFTY ($750.00) DOLLARS has been paid in cash by AND WIFE, MARY BEATRICE BUGG, PART OF OTHER PROPERTY CONSIDERED AS CASH, BY W. F. BUGG, receipt of which is hereby acknowledged, and for the remainder FIFTEEN HUNDRED ($1500.00) DOLLARS the said W. F. BUGG AND WIFE, MARY BEATRICE BUGG

HAVE ASSUMED AND AGREE TO PAY A NOTE OF SEVENTEEN HUNDRED FIFTY ($1750.00) DOLLARS, REDUCED BY PAYMENT TO FIFTEEN HUNDRED ($1500.00) DOLLARS, DATED OCTOBER 6, 1927, WITH INTEREST PAYABLE SEMI-ANNUALLY, SECURED BY DEED OF TRUST TO CHAS. L.LOVELL, TRUSTEE, AS OF RECORD IN BOOK NO. 744, PAGE 106 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, WHICH NOTE HAS BEEN EXTENDED TO FALL DUE OCTOBER 26, 1935, AND FOR THE RESIDUE, ELEVEN HUNDRED ($1100.00) DOLLARS, THE SAID W. F. BUGG AND WIFE, MARY BEATRICE BUGG, HAVE EXECUTED THEIR FIFTY-FIVE (55) JOINT, PROMISSORY NOTES IN THE PRINCIPAL SUM OF TWENTY ($20.00) DOLLARS EACH, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF THEMSELVES AND BY THEM ENDORSED. NONE OF SAID NOTES BEAR INTEREST EXCEPT AFTER MATURITY AS THE INTEREST HAS BEEN COMPUTED AND THE ACCUMULATED INTEREST ON ALL ADDED TO THE FACE OF EACH NOTE AS IT MATURES, MAKING THE FACE OF THE FIRST NOTE TWENTY-FIVE AND 50/100 ($25.50) DOLLARS AND EACH NOTE THEREAFTER FOR AN AMOUNT OF TEN CENTS LESS THAN THE PRECEDING NOTE. THE FIRST ONE OF SAID NOTES WILL FALL DUE ON THE 23RD. DAY OF OCTOBER, 1932, AND ONE ON THE 23RD.DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE DUE AND PAID.

all of said notes bearing six per cent interest from DUE 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, O. R. BLANTON AND WIFE, BERTHA BLANTON,

have this day bargained and sold, and do hereby transfer and convey, unto the said W. F. BUGG AND WIFE, MARY BEATRICE BUGG, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY HALF OF LOT NO. 30 ON THE PLAT OF THE TANKSLEY SUBDIVISION, AS OF RECORD IN BOOK NO. 547, PAGE 56, REGISTER'S OFFICE FOR SAID COUNTY.

SAID EASTERLY HALF OF LOT NO. 30 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF TANKSLEY AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 153 FEET TO AN ALLEY AND IS THE SAME PROPERTY, CONVEYED TO O. R. BLANTON AND WIFE, BERTHA BLANTON, BY DEED FROM MRS. ROSE TANKSLEY AS OF RECORD IN BOOK NO. 747, PAGE 100, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE PURCHASER AGREES TO PAY THE 1932 STATE AND COUNTY TAXES ASSESSED AGAINST THE ABOVE PROPERTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W. F. BUGG AND WIFE, MARY BEATRICE BUGG, 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 W. F. BUGG AND WIFE, MARY BEATRICE BUGG, 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. F. BUGG AND WIFE, MARY BEATRICE BUGG,

do hereby transfer and convey unto THOS. H. WARREN, 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.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 1st day of June, 1938

Attest: K. Stewart DEPUTY REGISTER

FOR COMMERCE UNION BANK

Asst. Trust Officer

WE, the said W. F. BUGG AND WIFE, MARY BEATRICE BUGG, 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 $ 2500. AND $2000 TORNADO INSURANCE 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 agree 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. F. BUGG AND WIFE, MARY BEATRICE BUGG, 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 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 W. F. BUGG AND WIFE, MARY BEATRICE BUGG, 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 THOS. H. WARREN 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 O. R. BLANTON AND WIFE, BERTHA BLANTON

and W. F. BUGG AND WIFE, MARY BEATRICE BUGG, hereunto set our hands at NASHVILLE, Tennessee, this the 23RD day of SEPTEMBER, 1932.

O. R. BLANTON
BERTHA BLANTON
W. F. BUGG
MARY BEATRICE BUGG

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WILEY C. WILSON, a Notary Public in and for said County and State, the within named O. R. BLANTON AND WIFE, BERTHA BLANTON AND W. F. BUGG AND WIFE, MARY BEATRICE BUGG the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And BERTHA BLANTON AND MARY BEATRICE BUGG, wiVES of the said O. R. BLANTON AND W. F. BUGG having appeared before me privately and apart from THEIR husband S, the said BERTHA BLANTON AND MARY BEATRIVE BUGG, 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 26 day of SEPTEMBER, 1932.

My commission expires JULY 16, 1934.

(Seal) WILEY C. WILSON

Notary Public.

U.S.R.S. $2.00.

RECEIVED SEPT. 27, 1932, AT 10:40 A.M.

80793 MARSHALL & BRUCE CO. NASHVILLE