NUMBER 25216 RECORDED JAN 20,1933 D.W. CUNNINGHAM, TR TO E.V. BUFORD

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWELVE HUNDRED AND FIFTY SEVEN AND NO/100 - DOLLARS of which EIGHTY AND NO/100 DOLLARS has been paid in cash by E.V. BUFORD, receipt of which is hereby acknowledged, and for the remainder ELEVEN HUNDRED AND SEVENTY SEVEN AND NO/100 DOLLARS the said E.V. BUFORD HAS ASSUMED THE PAYMENT OF A NOTE IN THE SUM OF SIX HUNDRED ($600.00) DOLLARS, DATED DECEMBER 15,1932, AND DUE THREE YEARS AFTER DATE, WITH INTEREST, THE SAME BEING SECURED BY DEED OF TRUST TO SANDFORD DUNCAN, TRUSTEE, OF RECORD IN BOOK __, PAGE ___, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; AND FOR THE REMAINDER FIVE HUNDRED AND SEVENTY-SEVEN($577.00) DOLLARS, SAID E.V. BUFORD HAS EXECUTED HIS THIRTY-EIGHT (38) NOTES, DATED DECEMBER 15,1932, AND DUE JANUARY 15,1933 AND MONTHLY THEREAFTER, EACH OF ~~EXX~~ SAID NOTES BEING FOR THE PRINCIPAL SUM OF $15.00, EXCEPT THE LAST OR 38TH NOTE, WHICH IS FOR THE SUM OF TWENTY-TWO ($22.00) DOLLARS, BUT THE INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH OF THE NOTES, MAKING THE FIRST NOTE $17.85 AND EACH OF THE NOTES THEREAFTER DECREASE, ALTERNATELY, AT THE RATE OF EIGHT CENTS AND SEVEN CENTS, EXCEPT THE LAST NOTE, WHICH IS FOR $22.11. ALL OF SAID NOTES ARE PAYABLE TO THE ORDER OF "MYSELF" AND ARE SIGNED AND ENDORSED BY E.V. BUFORD

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

D.W. CUNNINGHAM, TRUSTEE

HAS ~~HAVE~~ this day bargained and sold, and do ~~does~~ hereby transfer and convey, unto the said E.V. BUFORD, HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.51 ON THE PLAN OF GEORGE SHIELD'S FIRST ADDITION TO North NASHVILLE, AS OF RECORD IN BOOK 57, PAGE 62, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO.51 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF HEIMAN STREET AND EXTENDS BACK BETWEEN PARALLEL LINES 140 FEET TO AN ALLEY IN THE REAR, AND BEING THE SAME PROPERTY CONVEYED TO D.W. CUNNINGHAM, TRUSTEE, BY DEED OF RECORD IN BOOK 668, PAGE 335, R.O.D.C. TENNESSEE.

I declare that I am the true and lawful holder of the claim secured by the instrument within record[illegible] and that the same is due and unpaid in full. This 7th day of March 1941

Attest: [illegible] Clerk

[illegible] DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said E.V. BUFORD, HIS heirs and assigns, forever, AS TRUSTEE I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. EXCEPT AS HEREINBEFORE SET OUT.

I further covenant and bind MYSELF, AS TRUSTEE ~~XHXXXXXXXXXXXXXXX~~, to warrant and forever defend the title to said real estate to said E.V. BUFORD, HIS heirs and assigns, against the lawful claims of all persons. IN AS FULL A MANNER AS I AM AUTHORIZED AS TRUSTEE TO DO.

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 E.V. BUFORD AND ~~WIFE~~ OZELA BUFORD

do hereby transfer and convey unto M.D. JOHNSON, 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 E.V.BUFORD AND WIFE OZELA BUFORD, 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 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 E.V. BUFORD AND WIFE OZELA BUFORD, 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 representatives or assigns. E.V. BUFORD, HIS

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 M.D. JOHNSON 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 E.V. BUFORD AND WIFE OZELA BUFORD

and D.W. CUNNINGHAM TRUSTEE, hereunto set our hands at NASHVILLE, Tennessee, this the 10TH day of JANUARY, 1933. ~~, 19XX~~

E.V. BUFORD

OZELA BUFORD

D.W. CUNNINGHAM, TR

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, HELEN P.ALLEN, a Notary Public in and for said County and State, the within named E.V. BUFORD AND WIFE OZELA BUFORD AND D.W. CUNNINGHAM, TRUSTEE the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And OZELA BUFORD WIFE E.V. BUFORD having appeared before me privately and apart from HER husband, the said OZELA BUFORD, 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 10TH day of JANUARY, 1933

My commission expires FEB 14,1934

(Seal) HELEN P.ALLEN

Notary Public.

U.S.R.S. $1.50

REC'D JAN 18,1933 AT 3:55 P.M.

80793 MARSHALL & BRUCE CO. NASHVILLE