NUMBER 26337 RECORDED MARCH 1, 1933. NASHVILLE AND AMERICAN TRUST CO TO ERNEST H. PETTY, ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($3,500.00) THIRTY FIVE HUNDRED AND NO/100 DOLLARS of which EIGHT HUNDRED AND NO/100 ($800.00) DOLLARS has been paid in cash by ERNEST H. PETTY AND WIFE, MARY LOU YANCEY PETTY, receipt of which is hereby acknowledged, and for the remainder ($2,700.00) TWENTY SEVEN HUNDRED AND NO/100 DOLLARS the said ERNEST H. PETTY AND WIFE, MARY LOU YANCEY PETTY

HAVE EXECUTED THEIR NOTE FOR $1,750.00, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF NASHVILLE AND AMERICAN TRUST COMPANY, AND DUE MARCH 1, 1936, WITH INTEREST AT THE RATE OF SIX PERCENT PER ANNUM, PAYABLE SEMI-ANNUALLY, AND SECURED BY A DEED OF TRUST TO E. E. MURREY, TRUSTEE, WHICH IS HEREBY DECLARED TO BE A FIRST AND PRIOR LIEN ON THE LAND HEREIN CONVEYED; AND HAVE EXECUTED THEIR THIRTY-TWO (32) PROMISSORY LIEN NOTES, PAYABLE TO THE ORDER OF NASHVILLE AND AMERICAN TRUST COMPANY, 31 OF SAID NOTES ARE IN THE AMOUNT OF $30.00 EACH, AND THE 32ND. OR LAST NOTE IS IN THE AMOUNT OF $20.00. ALL OF SAID NOTES BEARING INTEREST AT THE RATE OF SIX PERCENT PER ANNUM; INTEREST HAVING BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE (INCLUDING INTEREST ON THE 32ND. NOTE, WHICH AMOUNTS TO 10¢ PER MONTH,) MAKING THE FIRST NOTE IN AMOUNT OF $34.75, AND EACH SUCCEEDING NOTE DECREASING 15¢ UNTIL ALL OF SAID 31 PROMISSORY LIEN NOTES ARE PAID, AND THE 32ND. OR LAST NOTE OF SAID SERIES BEING IN THE SUM OF $20.00, INTEREST HAVING BEEN COMPUTED AND ADDED INTO THE FACE OF EACH OF THE ABOVE DESCRIBED NOTES OF SAID SERIES AND ON THE 32ND. NOTE OF SAID SERIES FOR ONE MONTH, MAKING SAID NOTE WITH INTEREST IN THE AMOUNT OF $20.10. THE FIRST ONE OF SAID NOTES IS DUE ON OR BEFORE MARCH 25, 1933, AND THE OTHERS, DUE RESPECTIVELY, ON OR BEFORE THE 25TH. DAY OF EACH CONSECUTIVE MONTH THEREAFTER UNTIL ALL OF SAID NOTES ARE PAID; AND WHICH SERIES OF 32 PROMISSORY LIEN NOTES ARE AND SHALL BE SECONDARY TO SAID $1,750.00 NOTE ABOVE MENTIONED, OR ANY RENEWAL OR EXTENSION THEREOF. A LIEN IS EXPRESSLY RETAINED ON THE PREMISES CONVEYED TO SECURE SAID DEFERRED PAYMENTS OF PURCHASE MONEY AND INTEREST THEREON UNTIL PAID IN FULL.

I declare that I am the true and lawful holder of Note No. 1 to 32 inclusive secured by the instrument within recorded, and I do acknowledge the satisfaction thereof and discharge of the same. Witness my hand this 27 day of June 1935

Attest: [illegible] NASHVILLE TRUST CO. By [illegible] Asst. Secy.

31/2 per cent tax paid on 30 cent note / Clerk

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 NASHVILLE AND AMERICAN TRUST COMPANY, A CORPORATION CHARTERED UNDER THE LAWS OF THE STATE OF TENNESSEE, WITH ITS PRINCIPAL OFFICE AND PLACE OF BUSINESS IN NASHVILLE, TENNESSEE, HAS have this day bargained and sold, and do hereby transfer and convey, unto the said ERNEST H. PETTY AND WIFE, MARY LOU YANCEY PETTY, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 27 ON THE MAP OF PONTOTOC SUBDIVISION OF PART OF THE EARLY TRACT, AS OF RECORD IN BOOK 547, PAGE 113, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO. 27 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF PONTOTOC AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 157 FEET TO A DEAD LINE.

BEING THE SAME PROPERTY CONVEYED TO NASHVILLE AND AMERICAN TRUST COMPANY, BY DEED FROM E. E. MURREY, TRUSTEE, OF RECORD IN BOOK 892, PAGE 216, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TAXES FOR THE YEAR 1933, ON THE ABOVE DESCRIBED PROPERTY, PRO RATED AS OF EVEN DATE HEREWITH, BY THE GRANTORS AND GRANTEES, AND ASSUMED BY THE GRANTEES.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ERNEST H. PETTY AND WIFE, MARY LOU YANCEY PETTY, THEIR heirs and assigns, forever, NASHVILLE AND AMERICAN TRUST COMPANY, A CORPORATION AS AFORESAID, covenants that IT IS 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 SET OUT HEREIN.

NASHVILLE AND AMERICAN TRUST COMPANY, A CORPORATION AS AFORESAID further covenants and binds ITSELF, ITS SUCCESSORS heirs and representatives, to warrant and forever defend the title to said real estate to said ERNEST H. PETTY AND WIFE, MARY LOU YANCEY PETTY, 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 ERNEST H. PETTY AND WIFE, MARY LOU YANCEY PETTY, do hereby transfer and convey unto E. E. MURREY, 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 ERNEST H. PETTY AND WIFE, MARY LOU YANCEY PETTY, 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 $ 2,700.00 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 ERNEST H. PETTY AND WIFE, MARY LOU YANCEY PETTY, 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 THREE 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 THREE 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 ERNEST H. PETTY AND WIFE, MARY LOU YANCEY PETTY, 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 E. E. MURREY 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, NASHVILLE AND AMERICAN TRUST COMPANY, A CORPORATION AS AFORESAID, HAS CAUSED ITS CORPORATE NAME TO BE HEREUNTO SUBSCRIBED BY CHAS. NELSON, ITS VICE PRESIDENT, AND ITS CORPORATE SEAL TO BE ARFIXED HEREUNTO BY K.H. DODSON, ITS SECRETARY, and WE, THE SAID ERNEST H. PETTY AND WIFE, MARY LOU YANCEY PETTY, hereunto set our hands at NASHVILLE, Tennessee, this the 25TH day of FEBRUARY, 193 3.

(SEAL) NASHVILLE AND AMERICAN TRUST COMPANY
BY CHAS. NELSON, VICE PRESIDENT.

ATTEST:
K.H. DOBSON,
SECRETARY.

ERNEST H. PETTY
MARY LOU YANCEY PETTY

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RUTH FOSTER, a Notary Public in and for said County and State, the within named ERNEST H. PETTY AND WIFE, MARY LOU YANCEY PETTY, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARY LOU YANCEY PETTY, wife of the said ERNEST H. PETTY having appeared before me privately and apart from HER husband, the said MARY LOU YANCEY PETTY, 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 25TH day of FEBRUARY, 193 3.

My commission expires OCT. 15, 1935. (Seal) RUTH FOSTER
Notary Public.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

BEFORE ME, RUTH FOSTER, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED CHAS. NELSON, AND K. H. DODSON, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE VICE-PRESIDENT AND SECRETARY, RESPECTIVELY, OF THE NASHVILLE AND AMERICAN TRUST COMPANY, THE BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH VICE PRESIDENT AND SECRETARY, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY THE SAID CHAS. NELSON, SIGNING THE NAME OF THE CORPORATION BY HIMSELF, AS VICE-PRESIDENT, AND THE SAID K. H. DODSON, ATTESTING THE SAME AS SECRETARY, AND AFFIXING THERETO THE CORPORATE SEAL OF SAID NASHVILLE AND AMERICAN TRUST COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 27TH DAY OF FEBRUARY, 1933.

(SEAL) RUTH FOSTER,
NOTARY PUBLIC.

MY COM. EXP. OCT. 15, 1935.

U.S.R.S. $3.50.

BOYD MARSHALL & BRUCE CO. NASHVILLE
RECEIVED FEB. 28, 1933, AT 3:25 P.M.