NUMBER 26800 RECORDED MCH 28,1933 MRS. KATE COLLINS PYBAS ,ET ALS TO JOSEPH E.ANDERSON ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THIRTY-ONE HUNDRED AND FIFTY ($3150.00) DOLLARS of which FIVE HUNDRED AND TWO & 50/100 ($502.50) DOLLARS has been paid in cash by JOSEPH E. ANDERSON AND WIFE, GRACE H.ANDERSON, receipt of which is hereby acknowledged, and for the remainder TWENTY-SIX HUNDRED AND FORTY-SEVEN & 50/100 ($2647.50) DOLLARS the said JOSEPH E.ANDERSON AND WIFE GRACE H.ANDERSON HAVE ASSUMED AND AGREED TO PAY THE REMAINING ELEVEN HUNDRED AND SIXTY ($1160.00) DOLLARS OF A MORTGAGE NOTE IN THE SUM OF TWO THOUSAND ($2000.00) DOLLARS DUE THE AMERICAN TRUST COMPANY OF NASHVILLE,TENNESSEE, AND SECURED BY DEED OF TRUST FROM MRS. KATE COLLINS PYBAS AND OTHERS TO E.E.MURREY, TRUSTEE, BEARING DATE OF MAY 14, 1925, AND OF RECORD IN BOOK NO.656, PAGE 96-8; AND HAVE EXECUTED THEIR EIGHTY-FIVE (85) JOINT PROMISSORY LIEN NOTES IN THE SUM OF SEVENTEEN & 50/100 ($17.50) DOLLARS EACH, BEARING DATE OF MARCH 23,1933, AND PAYABLE TO THE ORDER OF MRS. KATE COLLINS PYBAS, THE FIRST ONE OF SAID NOTES BEING DUE AND PAYABLE ON OR BEFORE APRIL 23,1933, AND THE OTHERS ON ORBEFORE THE 23RD DAY OF EACH SUCCEEDING MONTH MXXXM THEREAFTER UNTIL ALL ARE PAID, AND THE PURCHASERS ASSUME AND AGREE TO PAY CITY AND STATE AND COUNTY TAXES FOR THE YEAR 1933, THE SAME HAVING BEEN PRO RATED AS OF DATE OF THIS DEED,

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, MRS. KATE COLLINS PYBAS, WIDOW OF R.L.PYBAS, KATE ALBAN PYBAS, UNMARRIED, AND R.H.PYBAS AND WIFE AMANDA W.PYBAS have this day bargained and sold, and do hereby transfer and convey, unto the said JOSEPH E. ANDERSON AND WIFE GRACE H. ANDERSON,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTHERLY PART OF LOT NO.EIGHTY-THREE (83) IN THE B.F. SHIELDS HEIRS ADDITION TO NASHVILLE, A PLAN OF WHICH IS RECORDED IN BOOK NO.57,PAGE 31, REGISTER'S OFFICE OF DAVIDSON COUNTY,TENNESSEE.

SAID NORTHERLY PART OF LOT NO.EIGHTY-THREE (83) FRONTS FIFTY (50) FEET ON THE EAST SIDE OF FIFTEENTH AVENUE, SOUTH,FORMERLY BOWLES STREET, AND EXTENDS BACK EASTWARDLY BETWEEN PARALLEL LINES AND WITH THE SOUTH LINE OF LOT NO.2 IN SAID ADDITION 141.11FEET TO AN ALLEY, AND MEASURES 50 FEET ON SAID ALLEY.

THIS IS THE SAME PROPERTY WHICH WAS CONVEYED TO R.L. PYBAS, NOW DECEASED, BY C.C. SLAUGHTER AND REBECCA G. LINDSLEY BY DEED OF RECORD IN BOOK NO. 394, PAGE 584, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY,TENNESSEE, THE SAID KATE COLLINS PYBAS, R.H.PYBAS AND KATE ALBAN PYBAS BEING THE WIDOW AND ONLY CHILDREN AND HEIRS AT LAW OF THE SAID R.L.PYBAS, WHO DIED INTESTATE ABOUT THE YEAR 1920.

I HEREBY CERTIFY that the within and foregoing instrument was received, and duly recorded, this 28 day of March 1933 at 11:20 A.M. in the within in book [illegible]

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOSEPH E. ANDERSON AND WIFE GRACE H.ANDERSON, 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.

EXCEPT AS HEREIN MENTIONED.

WE further covenant and bind OURSELVES,OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOSEPH E. ANDERSON AND WIFE, GRACE H.ANDERSON,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 JOSEPH E. ANDERSON AND WIFE GRACE H. ANDERSON, do hereby transfer and convey unto SAMUEL N.HARWOOD, 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 JOSEPH E. ANDERSON AND WIFE GRACE H.ANDERSON, 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 $ 2500.00 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 JOSEPH E. ANDERSON AND WIFE GRACE H.ANDERSON, 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 JOSEPH E. ANDERSON AND WIFE, GRACE H. ANDERSON 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 SAMUEL N.HARWOOD 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 MRS. KATE COLLINS PYBAS, WIDOW OF R.L.PYBAS,KATE ALBAN PYBAS, UNMARRIED, AND R.H. PYBAS AND WIFE, AMANDA W. PYBAS, AND JOSEPH E. ANDERSON AND WIFE GRACE H.ANDERSON, and hereunto set our hands at NASHVILLE, Tennessee, this the 23RD day of MARCH, 1933.

MRS. KATE COLLINS PYBAS
KATE ALBAN PYBAS
R.H.PYBAS
AMANDA W. PYBAS
JOSEPH E. ANDERSON
GRACE H.ANDERSON

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 MRS. KATE COLLINS PYBAS, WIDOW OF R.L. PYBAS, KATE ALBAN PYBAS, UNMARRIED, R.H.PYBAS AND WIFE AMANDA W. PYBAS AND JOSEPH E. ANDERSON AND WIFE GRACE H.ANDERSON, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And AMANDA W. PYBAS AND GRACE H.ANDERSON, WIVES of the said R.H. PYBAS AND JOSEPH E. ANDERSON having appeared before me privately and apart from THEIR husbands, the said AMANDA W. PYBAS AND GRACE H.ANDERSON, 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, Tennessee, this 23RD day of MARCH, 1933.

My commission expires OCT 5,1935 (Seal) BAXTER CATO

U.S.R.S. $2.00 Notary Public.

REC'D MCH 27,1933 AT 11:20 A.M.

90793 MARSHALL & BRUCE CO. NASHVILLE