NUMBER 28709 RECORDED MAY 20,1933 JOHN L.BAILEY, ET UX TO MRS. LIZZIE MAI WALLER

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SIX HUNDRED ($600.00) - - - - DOLLARS
of which ONE HUNDRED ($100.00) DOLLARS has been paid in cash by
MRS. LIZZIE MAI WALLER , receipt of which is hereby acknowledged, and for the remainder
FIVE HUNDRED ($500.00) - - - - - DOLLARS
the said MRS. LIZZIE MAI WALLER HAS EXECUTED TO THE ORDER OF JOHN L.BAILEY TWO PROMISSORY LIEN NOTES IN THE PRINCIPAL SUM OF TWO HUNDRED FIFTY ($250.00) DOLLARS EACH THE FIRST TO FALL DUE ON OR BEFORE MAY 18TH.1934, AND THE SECOND TO FALL DUE ON OR BEFORE MAY 18TH,1935.

I declare that I am the true and lawful holder of the within instrument which is proceeded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This the 16 day of May, 1934.

Attest: John L. Bailey

DEPUTY REGISTER

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees; and to secure the payment of said notes principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed

WE, JOHN L.BAILEY AND WIFE, TOCCOA A. BAILEY

have this day bargained and sold, and do hereby transfer and convey, unto the said MRS. LIZZIE MAI WALLER ,HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NUMBER (33) THIRTY THREE IN THE ROY F. WILLIAMS, SUBDIVISION OF THE HUNTER TRACT, A PLAN OF WHICH IS RECORDED IN BOOK 547,PAGE 13, R.O.D.C.TENNESSEE. SAID LOT NUMBER THIRTY THREE FRONTS ONE HUNDRED NINE AND THREE TENTHS (109.3) FEET ON THE NORTHERLY SIDE OF SUMNER STREET AND EXTENDS BACK NORTHERLY AND ALONG THE WESTERLY MARGIN OF SETLIFF STREET ONE HUNDRED AND THIRTY SEVEN (137) FEET TO AN ALLEY FIFTEEN FEET (15) WIDE, UPON WHICH IT MEASURES FORTY SEVEN AND THREE TENTHS (47.3) FEET AND ON ITS WESTERLY LINE SAID LOT MEASURES ONE HUNDRED FIFTY (150) FEET. BEING THE SAME PROPERTY CONVEYED TO JOHN L.BAILEY BY DEED OF JAMES P. LUTON AND WIFE GUSSIE A. LUTON AS OF RECORD IN BOOK NO. 910, PAGE 470 REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS. LIZZIE MAI WALLER, HER 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 FOR THE TAXES FOR THE YEAR 1933 WHICH THE PURCHASER ASSUMES AND AGREES TO PAY.

WE further covenant and bind OURSELVES ,OUR heirs and representatives, to warrant and forever defend the title to said real estate to said MRS. LIZZIE MAI WALLER, HER 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 MRS. LIZZIE MAI WALLER AND HUSBAND J.S. WALLER do hereby transfer and convey unto W.O. CRANOR , Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE , the said MRS. LIZZIE MAI WALLER AND HSBBAND J.S. WALLER , 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 $ 500.00 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 said 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 therein, the same to bear interest from the date of such payment.

Now, if WE , the said MRS. LIZZIE MAI WALLER AND HUSBAND J.S. WALLER , 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 WITHIN THIRTY DAYS AFTER 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.

THIRTY DAYS

WE agree that the Trustee may, at any time after default in the 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 the 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 MRS. LIZZIE MAI WALLER, HER 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 of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing, to be recorded in the Register's Office for DAVIDSON County, Tennessee, and the title herein conveyed to W.O.CRANOR 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 or settlement in relation to his trusteeship.

In Witness Whereof, We, the said JOHN L.BAILEY AND WIFE, TOCCOA A. BAILEY

and MRS. LIZZIE MAI WALLER AND HUSBAND J.S. WALLER , hereunto set our hands at NASHVILLE , Tennessee, this the 18TH day of MAY , 193 3.

JOHN L.BAILEY
TOCCOA A. BAILEY
MRS. LIZZIE MAI WALLER

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, O.B. HOFSTETTER , a Notary Public in and for said County and State, the within named JOHN L.BAILEY AND WIFE TOCCOA A. BAILEY AND MRS. LIZZIE MAI WALLER AND HUSBAND J.S. WALLER the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MRS. TOCCOA A. BAILEY AND MRS. LIZZIE MAI WALLER,WIVES of the said JOHN L.BAILEY AND J.S. WALLER having appeared before me privately and apart from THEIR husband S , the said MRS. TOCCOA A. BAILEY AND MRS. LIZZIE MAI WALLER, , 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 18TH day of MAY , 193 3.

My commission expires JULY 5th,1933 (Seal) O.B. HOBSTETTER Notary Public.

U.S.R.S. $1.00

REC'D MAY 19,1933 AT 10:10 A.M.

95833 MARSHALL & BRUCE CO. NASHVILLE