NUMBER 31415 RECORDED AUGUST 9, 1933 E. GRAVES PATE, ET UX TO EGBERT D. FOSTER, ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $4.500.00 FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS of which THREE HUNDRED FIFTY ($350.00) AND NO/100 DOLLARS has been paid in cash KX AND OTHER PROPE TY BY EGBERT D. FOSTER AND WIFE, IMOGENE W. FOSTER, receipt of which is hereby acknowledged, and for the remainder $4150.00 FOUR THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS the said EGBERT D. FOSTER AND WIFE, IMOGENE W. FOSTER, HAVE EXECUTED THEIR ONE HUNDRED SIXTY-SIX (166) MONTHLY AND JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, AND EACH NOTE IN THE SUM OF THIRTY-FIVE AND 43/100 ($35.43) DOLLARS, THE FIRST OF WHICH DUE AND PAYABLE ON OR BEFORE SEPTEMBER 7TH, 1933, AND ONE OTHER NOTE DUE ON OR BEFORE THE 7TH DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL BECOME DUE AND PAYABLE SAID NOTES DUE AND PAYABLE TO E. GRAVES PATE AND WIFE, FRIEDA H.PATE, OR ORDER

MATURITY

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, E. GRAVES PATE AND WIFE FRIEDA H.PATE have this day bargained and sold, and do hereby transfer and convey, unto the said EGBERT D. FOSTER AND WIFE, IMOGENE W. FOSTER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS.29 AND 30 ON THE MAP OF THE MADISON REALTY COMPANY'S SUBDIVISION, AS OF RECORD IN BOOK NO.547, PAGE 165, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOTS NOS.29 AND 30 ADJOIN AND TOGETHER FRONT 100 FEET ON THE SOUTHERLY SIDE OF HARRINGTON STREET, AND RUN BACK BETWEEN PARALEEL LINES 190 FEET TO A DEAD LINE, AND IS A PART OF THE SAME PROPERTY THAT WAS CONVEYED BY GEO. B. GRAVES, AND WIFE, ANNE C. GRAVES, TO THE SAID E. GRAVES PATE, SEE DEED OF RECORD IN BOOKNO.__ PAGE__ OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND THE TAXES BOR THE YEAR OF 1933 TO PRORATED AND PAID BY GRANTORS AND GRANTEES HEREIN.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and that I have received the same in full. This 2 day of Aug 1933
E. Graves Pate
DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said EGBERT D. FOSTER AND WIFE, IMOGENE W. FOSTER, 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 EGBERT D. FOSTER AND WIFE, IMOGENE W. FOSTER, 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 EGBERT D. FOSTER AND WIFE, IMOGENE W. FOSTER do hereby transfer and convey unto GEO. B. GRAVES, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

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WE, the said EGBERT D. FOSTER AND WIFE, IMOGENE W. FOSTER, 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 $ 3,000.00 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 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 EGBERT D. FOSTER AND WIFE IMOGENE W. FOSTER, 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, if 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 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 EGBERT D. FOSTER AND WIFE, IMOGENE W. FOSTER 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 GEO. B. GRAVES 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 E.GRAVES PATE AND WIFE, FRIEDA H.PATE EGBERT D. FOSTER and WIFE, IMOGENE W. FOSTER, hereunto set our hands at NASHVILLE, Tennessee, this the 7TH day of AUGUST, 193 3..

E.GRAVES PATE
FRIEDA H.PATE
EGBERT D. FOSTER
IMOGENE W. FOSTER

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRED K. JONES, a Notary Public in and for said County and State, the within named E. GRAVES PATE AND WIFE, FRIEDA H.PATE, AND EGBERT D. FOSTER AND WIFE, IMOGENE W. FOSTER, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And FRIEDA H.PATE AND IMOGENE W. FOSTER WIVES, of the said E.GRAVES PATE AND EGBERT D. FOSTER having appeared before me privately and apart from THEIR husband S, the said FRIEDA H.PATE AND IMOGENE W. FOSTER, 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 8 day of AUGUST, 193 3.

My commission expires OCT 15TH, 1935

(Seal) FRED K. JONES
Notary Public.

U.S.R.S. $4.50

REC'D AUG 9, 1933 AT 10:10 A.M.

95833 MARSHALL & BRUCE CO. NASHVILLE