NUMBER 31541 RECORDED AUG 14,1933 BERNICE L.DICKERSON, TR.ET AL TO OLIVER C. PASS, ETUX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED ($500.00) AND NO/100 DOLLARS of which TWENTY-FIVE ($25.00) AND NO/100 DOLLARS has been paid in cash by OLIVER C. PASS AND WIFE, MARY WARF PASS, receipt of which is hereby acknowledged, and for the remainder FOUR HUNDRED SEVENTY-FIVE AND NO/100 ($475.00) DOLLARS the said OLIVER C. PASS AND WIFE, MARY WARF PASS HAVE EXECUTED THEIR FORTY-EIGHT JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, THE FIRST FORTY-SEVEN BEING FOR THE PRINCIPAL SUM OF $10.00 EACH AND THE LAST NOTE BEING FOR THE PRINCIPAL SUM OF $5.00, BUT THE INTEREST HAS BEEN COMPUTED AND AVERAGED AND ADDED INTO THE FACE OF EACH NOTE MAKING THE FIRST FORTY-SEVEN OF SAID NOTES EQR $11.20 EACH AND THE LAST NOTE FOR $6.20, THE FIRST NOTE FALLING DUE APRIL 1,1933 AND THE OTHERS MONTHLY THEREAFTER, AND PAYABLE TO THE ORDER OF BERNICE L.DICKERSON,

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, BERNICE L.DICKERSON, TRUSTEE FOR HER DAUGHTER, MARGARET L.DICKERSON, AND BERNICE L.DICKERSON AND HUSBAND C.M. DICKERSON have this day bargained and sold, and do hereby ~~transfer and convey~~, unto the said OLIVER C. PASS AND WIFE, MARY WARF PASS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS.15 AND 16 ON THE REVISED AND CORRECTED MAP OF BERNICE L.DICKERSON SUBDIVISION IN THE 11TH CIVIL DISTRICT OF SAID COUNTY, DESCRIBED ASCORDING TO SURVEY MADE ON JAN 27,1933 BY ERLE DRAKE, COUNTY SURVEYOR, AS FOLLOWS:
BEGINNING ON THE WESTERLY MARGIN OF LANIER DRIVE 275 FEET SOUTHERLY FROM THE SOUTHERLY MARGIN OF OLD HICKORY BOULEVARD, SAID POINT BEING THE CORNERS OF LOTS NOS.14 AND 15 IN SAID PLAN; THENCE WESTERLY WITH THE LINE BETWEEN LOTS NOS.14 AND 15,203.7 FEET; THENCE SOUTH 16° EAST 100 FEET; THENCE EASTERLY WITH THE LINE BETWEEN LOTS NOS.16 AND 17 OF SAID PLAN, 200.7 FEET TO THE WESTERLY MARGIN OF LANIER DRIVE; THENCE NORTHERLY WITH SAME, 100 FEET TO THE BEGINNING.
BEING PART OF THE PROPERTY CONVEYED TO BERNICE L.DICKERSON, TRUSTEE, BY DEED FROM B.F. BIXLER AND WIFE, OF RECORD IN BOOK 611, PAGE 436, AND TO BERNICE L.DICKERSON, INDIVIDUALLY, BY DEED FROM J.H. HARLEY AND WIFE, OF RECORD IN BOOK 754, PAGE 340, SAID REGISTER'S OFFICE.

I declare that I am the true and lawful holder of the claim secured by the instrument recorded, and hereby authorize the Register to satisfy the same in full.
This 24th day of Aug. 1933
Attest: [illegible]
COUNTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said OLIVER C. PASS AND WFE, MARY WARF PASS, 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 OLIVER C. PASS AND WIFE, MARY WARF PASS, 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 OLIVER C. PASS AND WIFE, MARY WARF PASS

do hereby transfer and convey unto E.R. DOOLITTLE, 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 OLIVER C. PASS AND WIFE, MARY WARF PASS, 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 $ - 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 OLIVER C. PASS AND WIFE, MARY WARF PASS, 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 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 OLIVER C. PASS AND WIFE, MARY WARF PASS, 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 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 E.R. DOOLITTLE 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 BERNICE L.DICKERSON, TRUSTEE, AND BERNICE L.DICKERSON AND HUSBAND C.M. DICKERSON AND OLIVER C. PASS AND WIFE, MARY WARF PASS

Xxxx, hereunto set our hands at NASHVILLE, Tennessee, this the 23 day of MARCH, 193 3.

BERNICE L.DICKERSON TRUSTEE
BERNICE L.DICKERSON
C.M.DICKERSON
OLIVER C. PASS
MARY WARF PASS

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, P.A. SULLIVAN, a Notary Public in and for said County and State, the within named BERNICE L.DICKERSON, TRUSTEE, AND BERNICE L.DICKERSON AND HUSBAND C.M. DICKERSON AND OLIVER C. PASS AND WIFE, MARY WARF PASS the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And BERNICE L.DICKERSON AND MARY WARF PASS, WIVES of the said C.M. DICKERSON AND OLIVER C. PASS having appeared before me privately and apart from THEIR husband S, the said BERNICE L.DICKERSON AND MARY WARF PASS, 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 -- day of MARCH, 193 3.

My commission expires 4/18/35

U.S.R.S. $.50¢ (Seal) P.A. SULLIVAN
Notary Public.

REC'D AUG 12,1933 AT 9:25 A.M.

95833 MARSHALL & BRUCE CO. NASHVILLE