NUMBER 32672 RECORDED SEPT 18,1933 THIRD NATL BK TO MRS. ELIZABETH SIMMONS

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THIRTY-ONE HUNDRED AND NO/100 ($3,100.00) DOLLARS of which FIVE HUNDRED AND NO/100 ($500.00) DOLLARS has been paid in cash by THE , receipt of which is hereby acknowledged, and for the remainder TWENTY-SIX HUNDRED AND NO/100 ($2,600.00) DOLLARS, DOLLARS the said ELIZABETH SIMMONS HAS THIS DAY EXECUTED HER PROMISSORY NOTE IN THE SUM OF THIRTEEN HUNDRED AND NO/100 ($1,300.00) DOLLARS, PAYABLE TO THE ORDER OF THIRD NATIONAL COMPANY AND DUE ON THE FIRST DAY OF OCTOBER 1936, SAID NOTE BEARS INTEREST AT THE RATE OF SIX PERCENTUM (6%) PER ANNUM PAYABEE SEMI-ANNUALLY ON THE FIRST DAYS OF APRIL AND OCTOBER,AND TO SECURE SAID NOTE, THE SAID ELIZABETH SIMMONS HAS THIS DAY EXECUTED A DEED OF TRUST TO W.H. HAYNES, TRUSTEE, WHICH SAID DEED OF TRUST SHALL BE A FIRST LIEN ON THE PROPERTY HEREINAFTER CONVEYED AND A PRIOR ENCUMBRANCE TO THE SERIES OF NOTES HEREINBELOW DESCRIBED; AND THE SAID ELIZABETH SIMMONS HAS THIS DAY FURTHER EXECUTED HER THIRTY-SEVEN PROMISSORY NOTES, THE FIRST OF WHICH IS FOR THE BRINCIPAL SUM OF FORTY AND NO/100 ($40.00) DOLLARS AND THE LAST THIRTY-SIX NOTES BEING FOR THE PRINCIPAL SUM OF THIRTY-FIVE AND NO/100 ($35.00) DOLLARS EACH, THE INTEREST HAVING BEEN COMPUTED AND ADDED INTHE FACE OF EACH NOTE, MAKING THE FIRST NOTE OF SAID SERIES FOR THE SUM OF FORTY-SIX AND 50/100 ($46.50) DOLLARS A D THE SECOND NOTE FOR THE SUM OF FORTY-ONE AND 30/100 ($41.30) DOLLARS, AND EACH SUCCEEDING NOTE IS FOR AN AMOUNT LESS THAN THE NOTE IMMEDIATELY PRECEDING ,ALTERNATELY DECREASING 18¢ AND 17¢, RESPECTIVELY,THE FIRST ONE OF SAID NOTES FALLS DUE ON NOVEMBER 1ST,1933, AND THE OTHERS, ONE ON THE SAME DAY OF EACH AND EVERY MONTH THEREAFTER, RESPECTIVELY, UNTIL ALL ARE DUE AND PAID: NONE OF SAID NOTES BEAR INTEREST UNTIL AFTER MATURITY AND ARE PAYABLE TO THE ORDER OF THIRD NATIONAL BANK IN NASHVILLE, ITS IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS SERIES OF THIRTY-SEVEN (37) NOTES SHALL BE A SECOND LIEN ON THE PROPERTY HEREINAFTER CONVEYED AND THAT THE LIEN OF THIS DEED SECURING SAID SERIES OF NOTES SHALL BE AND IS HEREBY MADE SECONDARY AND SUBORDINATE TO THE LIEN OF THE DEED OF TRUST TO W.H. HAYNES, TRUSTEE,ABOVE REFERRED TO AND TO SECURE THE PAYMENT OF SAID SERIES OF NOTES AND ATTORNEYS' FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED .

THIRD NATIONAL BANK IN NASHVILLE, A NATIONAL BANKING CORPORATION HAS THIS DAY BARGAINED 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's fees, a lien is expressly retained on the land herein conveyed

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

AND SOLD, AND DOES HEREBY TRAN FER AND CONVEY UNTO THE SAID ELIZABETH SIMMONS, HER HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:
BEING THE EASTERLY ONE-HALF OF LOT NO.3 ON THE MAP OF SNEED AND HAMILTON'S RE-SUBDIVISION OF LOTS 2,3,7,8,9,10,15,16,17 AND 18, FIRST SUBDIVISION OF BROWNSVILLE AS OF RECORD IN BOOK 161, PAGE 149, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.
SAID PART OF LOT 3 FRONTS 50 FEET ON THE SOUTH SIDE OF LOCKE AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.
BEING THE SAME PROPERTY CONVEYED TO THIRD NATIONAL BANK IN NASHVILLE, BY DEED FROM GEORGE M.MEADOW, OF RECORD IN BOOK 909, PAGE 703, REGISTER'S OFFICE OF DAVIDSON COUNTY,TENN .

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This ... day of ..., 1933
Attest: ... REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ELIZABETH SIMMONS, HER heirs and assigns forever, THE THIRD NATIONAL BANK IN NASHVILLE 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.

THIRD NATIONAL BANK IN NASHVILLE further covenants and binds ITSELF, ITS SUCCESSORS AND REPRESENTATIVES, heirs and representatives, to warrant and forever defend the title to said real estate to THE SAID ELIZABETH SIMMONS, HER heirs and assigns, against the lawful claims of all persons. HOLDING BY,THROUGH OR UNDER IT, BUT NO FURTHER OR OTHERWISE.

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 ME in hand paid I, ELIZABETH SIMMONS A WIDOW, the said W.H. HAYNES, TRUSTEE

do hereby transfer and convey unto W.J.DIEHL, 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.

I ,ELIZABETH SIMMONS , the said , 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 FIRE AND $2,000 TORNADO 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.

I 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 I 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 I, the said ELIZABETH SIMMONS , 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, I 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 four 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 sums expended in the protection of said property, as herein authorized.

4th. The residue, if any will be paid to ELIZABETH SIMMONS .

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 an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to W.J.DIEHL 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 THIRD NATIONAL BANK IN NASHVILLE, A CORPORATION ,HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL ATTACHED, AND THE SAID ELIZABETH SIMMONS, HAS HEREUNTO SUBSCRIBED HER NAME, THIS THE 13TH DAY OF SEPTEMBER ,1933.

ATTEST: W.J. DIEHL ,CASHIER

(SEAL) THIRD NATIONAL BANK IN NASHVILLE
BY F.M. FARRIS
VICE PRESIDENT
ELIZABETH SIMMONS

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, R. EUGENE MYERS , a Notary Public in and for said County and State, the within named ELIZABETH SIMMONS , A WIDOW the bargainor , with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

And , of the said having appeared before me privately and apart from husband , the said , acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal at OFFICE , this THE 15 day of SEPTEMBER , 1933.

My commission expires OCT 15,1934

(Seal) R.EUGENE MYERS
Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
PERSONALLY APPEARED BEFORE ME, R. EUGENE MYERS, A NOTARY PUBLIC IN AND FOR THE COUNTY AFORESAID, DULY COMMISSIONED AND QUALIFIED,F.M. FARRIS AND W.J. DIEHL, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON THEIR SEVERAL OATHS ACKNOWLEDGED THEMSELVES TO BE RESPECTIVELY THE VICE PRESIDENT AND CASHIER OF THIRD NATIONAL BANK IN NASHVILLE,THE WITHIN NAMED BARGAINOR, A CORPORATION;AND THAT THEY AS SUCH VICE PRESIDENT AND CASHIER BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BY THE SAID F.M. FARRIS SUBSCRIBING THERETO THE NAME OF THE CORPORATION BY HIMSELF AS SUCH VICE PRESIDENT AND BY THE SAID W.J. DIEHL AFFIXING AND ATTESTING THEREON THE CORPORATE SEAL.
WITNESS MY HAND AND OFFICIAL SEAL IN NASHVILLE,TENN. THIS 15TH DAY OF SEPTEMBER 1933.
(SEAL) R. EUGENE MYERS
NOTARY PUBLIC
COM.EXPIRES OCT 15, 1934.

U.S.R.S. $3.50
REC'D SEPT 15,1933 AT 2:30 P.M.

1398 MARSHALL & BRUCE CO. NASHVILLE