INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $1500.00 FIFTEEN HUNDRED AND NO/100 DOLLARS
of which TWENTY FIVE ($25.00) DOLLARS has been paid in cash by
WILLIAM H. TOALSTON AND WIFE LUCILE T.TOALSTON receipt of which is hereby acknowledged, and for the remainder
$1475.00 FOURTEEN HUNDRED SEVENTY FIVE AND NO/100... DOLLARS
the said WILLIAM H. TOALSTON AND WIFE LUCILE T. TOALSTON HAVE EXECUTED THEIR ONE HUNDRED TWENTY THREE (123) JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH OF WHICH ONE HUNDRED TWENTY TWO (122) OF SAID NOTES ARE EACH IN THE SUM OF TWELVE ($12.00) DOLLARS AND ONE THE LAST NOTE IN THE SUM OF ELEVEN ($11.00) DOLLARS SAID NOTES DO NOT BEAR INTEREST ONLY AFTER MATURITY, FOR THE INTEREST HAS BEEN CALCULATED AND ADDED TO THE FACE VALUE OF EACH NOTE, THE FIRST NOTE IN THE SUM OF NINETEEN AND 32/100 DOLLARS ($19.32.) AND EACH SUCCEEDING NOTE IN THE SUM OF SIX CENTS LESS THAN THE PRECEEDING NOTE TO AND INCLUDING THE 122ND NOTE WHICH NOTE IS IN THE SUM OF TWELVE AND 06/100 ($12.06) DOLLARS THE LAST NOTE IN THE SUM OF SEVENTEEN 76/100 ($17.76) DOLLARS THE FIRST ONE OF SAID NOTES DUE AND PAYABLE ON THE 18TH DAY OF MARCH 1928 AND ONE OTHER NOTE DUE AND PAYABLE ON THE 18TH DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL OF SAID NOTES SHALL BECOME DUE AND PAYABLE , ALL OF SAID NOTES DUE AND PAYABLE TO JOSEPH SWINT OR ORDER.

all of said notes bearing six per cent interest ~~from date~~ FROM MATURITY, 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 I, JOSEPH SWINT UNMARRIED

have this day bargained and sold, and do hereby transfer and convey, unto the said WILLIAM H. TOALSTON AND WIFE LUCILE T. TOALSTON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 16 OF BLOCK NO. 2 IN THE SUBDIVISION OF THE CUMBERLAND NURSERIES A PLAN OF WHICH IS OF RECORD IN BOOK NO. 161, PAGE 35, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
SAID LOT NO. 16 FRONTS 50 FEET ON THE SOUTH SIDE OF JOINER AVENUE AND RUNS BACK BETWEEN BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY. AND IS THE SAME PROPERTY THAT WAS CONVEYED BY DEED OF JOSEPH SWINT TRUSTEE TO E. W. YEATES ON FEBRUARY 3RD, 1928 SEE DEED OF RECORD IN BOOK NO. 723, PAGE 286, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE AND THE SAME CONVEYED BY DEED OF E. W. YEATES AND WIFE RUTH YEATES, TO THE SAID JOSEPH SWINT ON THE 4TH DAY OF FEBRUARY 1928 SEE DEED OF RECORD IN BOOK NO. 774, PAGE 214, OF REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. THE GRANTEES HEREIN ASSUMES THE PAYMENT OF ALL TAXES FOR THE YEAR OF 1928 ON THE WITHIN CONVEYED PROPERTY.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction and discharge of the lien thereof in full. This 23 day of Feb, 1934
Attest: E. L. Frazier
DAVIDSON REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WILLIAM H. TOALSTON AND WIFE, LUCILE T. TOALSTON THEIR heirs and assigns, forever, I, covenant that I AM, lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I, further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said WILLIAM H. TOALSTON AND WIFE LUCILE T. TOALSTON 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 endorcement 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 WILLIAM H.TOALSTON AND WIFE LUCILE T. TOALSTON do hereby transfer and convey unto O. W. SWINT, , 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 WILLIAM H. TOALSTON AND WIFE, LUCILE T. TOALSTON, 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 $ 1000.00 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 WILLIAM H. TOALSTON AND WIFE LUCILE T. TOALSTON, 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 WILLIAM H. TOALSTON AND WIFE LUCILE T. TOALSTON 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 an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to O.W. SWINT, 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~~ I, THE SAID JOSEPH SWINT UNMARRIED

and WILLIAM H. TOALSTON AND WIFE LUCILE T. TOALSTON, hereunto set our hands at NASHVILLE, Tennessee, this the 18 day of FEBRUARY 1928 1928.

JOSEPH SWINT,
WILLIAM H. TOALSTON
LUCILE T. TOALSTON

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 JOSEPH SWINT, WILLIAM H. TOALSTON AND WIFE LUCILE T. TOALSTON the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

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

Witness my hand and official seal at NASHVILLE, Tennessee, this 23 day of FEB. 1928 1928.

My commission expires OCTOBER 12TH, 1931.

(Seal) FRED K. JONES,
Notary Public.

RECD FEB. 9TH, 1934 AT 11;00 A. M.

1396 MARSHALL & BRUCE CO. NASHVILLE