NUMBER 40294 RECORDED MAY 5TH, 1934, MRS. BERTIE MANTZ, TO E. H. MCPHERSON ET UX,

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND ($1,000.00) NO/100 DOLLARS ~~- DOLLARS has been paid in cash~~ by ~~, receipt of which is hereby acknowledged, and for the remainder~~ DOLLARS

the said E. H. MCPHERSON AND ETHEL MAI MCPHERSON HAVE EXECUTED THEIR JOINT PROMISSORY NOTE OF EVEN DATE , FEBRUARY 1ST, 1932, PAYABLE TO THE ORDER OF MRS. BERTIE MANTZ, IN THE SUM OF $1000.00 PAYABLE IN INSTALLMENTS OF $10.00 EACH, THE FIRST INSTALLMENT MATURING ON THE FIRST DAY OF MARCH 1932, AND ONE INSTALLMENT OF LIKE AMOUNT ON THE FIRST OF EACH SUCCEEDING MONTH THEREAFTER UNTIL THE TOTAL $1,000.00) NOTE IS MATURED IN FULL. THIS NOTE BEARS INTEREST AT THE RATE OF SIX PER CENT PER ANNUM IN EACH INSTALLMENT. AND SAID INTEREST SHALL BE FIGURED UP ON EACH ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ INSTALLMENT UP TO THE TIME OF THE PAYMENT OF EACH INSTALLMENT, WHEN THE PRINCIPAL SUM IS PAID, THEN SAID VARIOUS AMOUNTS FOR INTEREST SHALL BE FIGURED UP AND PAYABLE ONE MONTH AFTER THE MATURITY OF THE LAST INSTALLMENT ON THE ABOVE DESCRIBED NOTE. ON DEFAULT PAYMENT OF ANY ONE INSTALLMENT OR THE INTEREST WHENDUE, THE HOLDER OF THIS NOTE MAY DECLARE THE TOTAL UNDUE INSTALLMENTS AND INTEREST DUE AND PAYABLE BUT THE FAILURE OF THE HOLDER TO TAKE THE ADVANTAGE OF ANY DEFAULT SHALL IN NO WAY OPERATE AS A WAIVER TO DO SO FOR ANY SUBSEQUENT DEFAULT .

AND PAYABLE AS SET OUT ABOVE.

all of said ~~notes~~ INSTALLMENTS 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 I, MRS. BERTIE MANTZ A WIDOW, have this day bargained and sold, and do hereby transfer and convey, unto the said E. H. MCPHERSON AND WIFE MRS. ETHEL MAI MCPHERSON AND THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: LOT NO. 177 ON THE PLAN OF GRANDVIEW HEIGHTS AS OF RECORD IN BOOK NO. 161, PAGES NO. 14, AND 15, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY TENNESSEE, SAID LOT NO. 177 BEGINS ON THE WESTERLY MARGIN OF CRUZEN AVENUE AT THE SOUTH EAST CORNER OF SAID LOT NO. 177 ; THENCE WITH THE WESTERLY MARGIN OF SAID AVENUE NORTHERLY 98-1/3 FEET TO THE CORNERS OF LOTS NOS. 178 AND 177, THENCE WITH THE LINE BETWEEN SAID TWO LOTS WESTERLY 150 FEET TO THE EASTERLY MARGIN OF AN ALLEY THENCE WITH SAID ALLEY SOUTHERLY 17-2/3 FEET TO THE SOUTHWEST CORNER CORNER OF SAID LOT 177; THENCE WITH SAID SOUTH LINE OF SAID LOT 170-1/3 FEET TO THE POINT OF BEGINNING BEING PART OF THE SAME PROPERTY CONVEYED TO MRS. BERTIE MANTZ, BY A DEED FROM CHARLES H. NORMAN AND WIFE MRS. BERTHA NORMAN AS OF RECORD IN BOOK NO. 567, PAGE NO. 200, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said E. H. MCPHERSON AND WIFE MRS. ETHEL MAI MCPHERSON 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. EXCEPT UNPAID TAXES WHICH THE PURCHASERS HEREBY ASSUME S THE PAYMENT THEREOF.

I, further covenant and bind MYSELF AND MY heirs and representatives, to warrant and forever defend the title to said real estate to said E. H. MCPHERSON AND WIFE MRS. ETHEL MCPHERSON AND 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 E. H. MCPHERSON AND WIFE MRS. ETHEL MAI MCPHERSON

do hereby transfer and convey unto JACOBS H. DOYLE, , 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, 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 21 day of 1934,

Attest: DEPUTY REGISTER

WE, , the said E. H. MCPHERSON AND WIFE MRS. ETHEL MCPHERSON , 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 $ 1, 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 E. H. MCPHERSON AND WIFE MRS. ETHEL MAI MCPHERSON , 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 E. H. MCPHERSON AND MRS. ETHEL MAI MCPHERSON 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 JACOBS H. DOYLE, 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 MRS. BERTIE MANTZ, A WIDOW, E. H. MCPHERSON and MRS. ETHEL MAI MCPHERSON , hereunto set our hands at NASHVILLE, , Tennessee, this the FIRST day of FEBRUARY , 1932 .

BERTIE MANTZ,
E. H. MCPHERSON
MRS. ETHEL MAI MCPHERSON

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E. C. DOYLE, , a Notary Public in and for said County and State, the within named MRS. BERTIE MANTZ, E. H. MCPHERSON AND WIS WIFE MRS. ETHEL MAI MCPHERSON 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. ETHEL MAI MCPHERSON WIFE, , of the said E. H. MCPHERSON having appeared before me privately and apart from HER husband , the said MRS. ETHEL MAI MCPHERSON , 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 FIRST day of FEBRUARY , 1932

My commission expires OCT. 14, 1933

(Seal) E. C. DOYLE,
Notary Public.

RECSD MAY 4TH, 1934, AT 11; 17. A. M.

7405 MARSHALL & BRUCE CO. NASHVILLE