INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND DOLLARS
of which FIVE HUNDRED DOLLARS has been paid in cash by
EARL C. DOWNEY AND WIFE MYRTLE JORDON DOWNEY, receipt of which is hereby acknowledged, and for the remainder
FIVE HUNDRED ~~DOLLARS~~, DOLLARS

the said EARL C. DOWNEY AND WIFE MYRTLE JORDON DOWNEY HAVE EXECUTED THEIR FIVE (5) NON- INTEREST BEARING NOTES OF $100.00 EACH PAYABLE TO THEMSELVES AND SIGNED AND ENDORSED BY THE SAID EARL C. DOWNEY AND WIFE MYRTLE JORDON DOWNEY, BEARING DATE OF OCTOBER 16, 1933, THE FIRST OF WHICH IS PAYABLE APRIL 16, 1934, AND THE OTHERS SEMI ANNUALLY THEREAFTER, ALL OF SAID NOTES BEARING SIX PERCENT INTEREST FROM MATURITY, AND PROVIDING FOR PAYMENT OF ATTORNEY FEES, AND TO SECURE THE PAYMENT OF SAID NOTES PRINCIPAL AND INTEREST, AND ATTORNEY FEE, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED, WE, LIZZIE A. HYDE, WIDOW OF SHILOH N. HYDE AND ELLEN HYDE JARRETT BEATRICE HYDE MCPHERSON, FRANCES HYDE AND MERROLL HYDE BEING ALL THE HEIRS AT LAW OF SHILOH N. HYDE HYDE HAVE THIS DAY BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID EARL C. DOWNEY AND WIFE MYRTLE JORDON DOWNEY HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY TENNESSEE, AS FOLLOWS: TWO TRACTS OF LAND IN THE 13TH FORMERLY THE 23RD CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS: FIRST PART OF LOT 2, ON THE PLAN OF THE DIVISION OF THE HENRY HOLT SR. HOME PLACE, BETWEEN ISAAC HOLT AND HENRY HOLT 3RD, A PLAN OF WHICH IS OF RECORD IN PLAN BOOK NO. 2, PAGE 91, SAID COURT. ALSO ANOTHER TRACT OFLAND ADJOINING SAID PART OF LOT 2, CONTAINING 17.80 ACRES, SAID TWO TRACT OF LAND BEING DESCRIBED TOGETHER AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHERN BOUNDARY LINE OF A TRACT OF LAND OWNED BY JOHN W. HOLT THE NORTHEAST CORNER OF SAID LOT 2, AND RUNNING THENCE SOUTH 88½° EAST WITH SAID JOHN W. HOLT'S SOUTHERN BOUNDARY LINE, 15.7 POLES TO A CORNER OF SAID JOHN W. HOLT'S PROPERTY; THENCE NORTH WITH SAID JOHN W. HOLT'S LINE 46 POLES TO HIS CORNER THENCE NORTH 55° EAST WITH SAID JOHN W. HOLT'S LINE 30 POLES TO HIS CORNER; THENCE EAST WITH HIS SOUTHERN BOUNDARY LINE 67 POLES TO HIS CORNER; THENCE SOUTH WITH HIS LINE 26 POLES TO HIS CORNER THENCE SOUTH 86½° EAST WITH HIS SOUTHERN BOUNDARY LINE 43.33 POLES MORE OR LESS, TO THE NORTHWEST CORNER OF A TRACT OF LAND OWNED BY BENTON M.& MILES C. SHOEMAKE; THENCE WITH THE LINE AS FOLLOWS: SOUTH 8¼° WEST 5.51 POLES SOUTH 56½° WEST 10.18 POLES SOUTH 27½° WEST 11. 88 POLES NORTH 86½° WEST 3.03 POLES, SOUTH 3½° WEST 7.70 POLES, SOUTH 53° WEST 18.90 POLES SOUTH 58½° WEST 15.42 POLES SOUTH 64° WEST 14.48 POLES SOUTH 71½° WEST 13.51 POLES SOUTH 52½° WEST 36.30 POLES, SOUTH 42½° WEST 19.82 POLES SOUTH 19° WEST 3.39 POLES SOUTH 60½° WEST 17.94 POLES, AND NORTH 17¼° WEST 42. 8 POLES TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED BY G. W. NIX, TO RICHARD JOHNSON AND WIFE BY DEED OF RECORD IN BOOK 620 PAGE 355, REGISTER'S OFFICE FOR SAID COUNTY, THENCE NORTH 17½° WEST, WITH SAID JOHNSON AND WIFE'S EASTERN BOUNDARY LINE 181 FEET TO THEIR NORTHEAST CORNER BEING ALSO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED BY G. W. NIX, TO R. H. GLEASON AND WIFE BY DEED OF RECORD IN BOOK 621, PAGE 263 SAID REGISTER'S OFFICE AND NOW OWNED BY JOHN C. ROESCH THENCE NORTH 17¼° WEST WITH SAID JOHN C. ROESCH'S EASTERN BOUNDARY LINE 29.76 POLES TO HIS NORTHEAST CORNER LINE, 29.76 POLES TO HIS NORTHEAST CORNER, THE BEGINNING CONTAINING 61 ACRES MORE OR LESS. BEING ALL OF SAID LOT 2, EXCEPT 2 PARTS CONVEYED BY SHILOH HYDE TO G. W. NIX, BY DEED OF RECORD IN BOOK 518, PAGE 384 SAID REGISTER'S OFFICE ALSO THAT TRACT OF LAND ADJOINING SAID PART OF LOT NO. 2 CONVEYED BY G. W. NIX, TO SHILOH HYDE BY DEED OF RECORD IN BOOK 518 PAGE 386, SAID REGISTER'S OFFICE. ALSO A ROADWAY 20 FEET WIDE LOCATED IN THE 13TH FORMERLY THE 23RD CIVIL DISTRICT OF SAID COUNTY DESCRIBED AS FOLLOWS: THE CENTER LINE OF SAID ROADWAY 20 FEET WIDE BEGINS IN BENTON M.& MILES SHOEMAKE'S (FORMERLY G. W. NIX'S) EAST BOUNDARY LINE OF THEIR TRACT AT 225 FEET NORTH 17¼° WEST FROM SAID SHOEMAKE'S (FORMERLY SHILOH HYDE'S) SOUTHWEST CORNER OF HIS ORIGINAL TRACT, AND RUNS, SOUTH 30¼° WEST 275 FEET, MORE OR LESS, INCLUDING A STRIP 10 FEET WIDE ON EACH SIDE OF SAID CENTER LINE TO THE NORTH PART OF A GATE ON THE EATON CREEK ROAD, AND CONVEYED BY G. W. NIX, TO SHILOH HYDE BY DEED OF RECORD IN BOOK 518 PAGE 386, SAID REGISTER'S OFFICE ALSO A ROADWAY 20 FEET WIDE BEING A CONTINUATION OF THE ROADWAY ABOVE DESCRIBED THE CENTER LINE BEGINNING ATA POINT 220 FEET NORTH 60½° EAST FROM THE NORTHWEST CORNER OF THE TRACT OF LAND CONVEYED BY SHIDOH HYDE TO G. W. NIX, BY DEED OF RECORD IN BOOK 518, PAGE 384, SAID REGISTER'S OFFICE, AND RUNNING THENCE SOUTH 30¼° WEST ABOUT 290 FEET TO THE WESTERN BOUNDARY LINE OF SAID TRACT OFLAND SAID ROADWAY HAVING BEEN RESERVED IN SAID ABOVE MENTIONED DEED. SECOND THE SOUTHEAST PART OF LOT 2 ON THE PLAN OF THE DIVISION OF THE HENRY HOLT, SR. HOME PLACE, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, AND RUNNING THENCE WEST 21 POLES MORE OF LESS, TO THE LINE BETWEEN THE UNDERWOOD PROPERTY AND THE TRACT OFLAND OWNEDEBY BENTON M & MILES C. SHOEMAKE THENCE WITH THE LINE BETWEEN THIS TRACT OF LAND AND SAID SHOEMAKE TRACT OF LAND AS FOLLOWS: NORTH 36¼° EAST 10.68 POLES NORTH 45¾° EAST 11.76 POLES AND NORTH 60° EAST 9.64 POLES TO A POINT IN THE EASTERN BOUNDARY LINE OF SAID LOT 2, S 3½° WEST 40.48 POLES FROM THE NORTHEAST CORNER OF SAID LOT 2; AND THENCE SOUTH 3½° WEST WITH THE EASTERN BOUNDARY LINE OF SAID LOT 2, 23.52 POLES TO THE BEGINNING, CONTAINING 2 ACRES, MORE OR LESS, BEING THE SOUTHEAST CORNER OF THE TRACT OF LAND CONVEYED BY FANNIE V. COMPTON TO SHILO N. HYDE BY DEED OF RECORD ON BOOK 374, PAGE 282, SAID REGISTER'S OFFICE.

I declare that I am the true and lawful holder of the claim secured by the instrument which is recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This the 19th day of June 1941
Attest: W. Kirkpatrick
Ellen Hyde Jarrett

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said EARL C. BOWNEY AND WIFE MYRTLE JORDAN DOWNEY 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 EARL C. DOWNEY AND WIFE, MYRTLE JORDAN DOWNEY 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 EARL C. DOWNEY AND WIFE MYRTLE JORDAN DOWNEY

do hereby transfer and convey unto ROY D. COOPER, 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 EARL C. DOWNEY AND WIFE MYRTLE JORDAN DOWNEY, 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 EARL C. DOWNEY AND WIFE MYRTLE JORDAN DOWNEY, 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 outcery, 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 EAR C. DOWNEY AND WIFE MYRTLE JORDAN DOWNEY 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 ROY D. COOPER 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 LIZZIE A. HYDE, ELLEN HYDE HARRETT AND HUSBAND ELWIN F. JARRETT, BEATRICE HYDE MCPHERSON, AND HUSBAND JAMES H. MCPHERSON, FRANCES HYDE MERROLL HYDE EARL C. DOWNEY AND WIFE MYRTLE JORDAN DOWNEY, hereunto set our hands ~~and~~ at NASHVILLE, Tennessee, this the 16TH day of OCTOBER, 1933.

LIZZIE A. HYDE, FRANCES HYDE,
ELLEN HYDE JARRETT MERROL HYDE,
ELWIN F. JARRETT, EARL C. DOWNEY
BEATRICE HYDE MCPHERSON MYRTLE JORDAN DOWNEY
JAMES H. MCPHERSON

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

~~STATE OF TENNESSEE, DAVIDSON COUNTY.~~

~~Personally appeared before me, PAUL A. GREEN, a Notary Public in and for said County and State, the within named LIZZIE A. HYDE, ELLEN HYDE HARRETT AND HUSBAND ELWIN F. JARRETT, BEATRICE HYDE MCPHERSON AND HUSBAND JAMES H. MCPHERSON, FRANCES HYDE (UNMARRIED) MERROLL HYDE, (UNMARRIED) AND EARL C. DOWNEY AND WIFE MYRTLE JORDAN DOWNEY, the bargainors, with whom I am personally acquainted, and who acknowledged that they 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~~, Tennessee, this ~~day of~~, 193

~~My commission expires~~ ~~(Seal)~~

STAIE OF TENNESSEE, ... DAVIDSON COUNTY. ..... PERSONALLY APPEARED BEFORE ME PAUL ~~Notary Public~~ A. GREEN A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE THE WITHIN NAMED LIZZIE A HYDE, ELLEN HYDE HARRETT, AND HUSBAND ELWIN F. JARRETT, BEATRICE HYDE MCPHERSON AND HUSBAND JAMES H. MCPHERSON, FRANCES HYDE (UNMARRIED) MERROLL HYDE (UNMARRIED) EARL C.DOWNEY AND WIFE MYRTLE JORDAN DOWNEY, THE BARGAINORS WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGE THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. AND ELLEN HYDE JARRETT, BEATRICE HYDE MCPHERSON AND MYRTLE JORDAN DOWNEY WIVES OF THE SAID ELWIN F. JARRETT JAMES H. MCPHERSON AND EARL C.DOWNEY HAVING APPEARED BEFORE ME PRIVATELY AND PART FROM THEIR HUSBANDS THE SAID ELLEN HYDE JARRETT, BEATRICE HYDE JARRETT AND MYRTLE JORDAN DOWNEY ACKNOWLEDGED THE EXECUTION OF THE SAID INSTRUMENT TO HAVE BEEN DONE BY THEM FREELY VOLUNTARILY AND UNDERSTANDINGLY WITHOUT COMPULSION OR CONSTRAINT FROM THEIR SAID HUSBANDS AND FOR THE PURPOSES THEREIN EXPRESSED.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 16 DAY OF OCTOBER 1933.
(SEAL) PAUL A. GREEN, NOTARY PUBLIC

MY COMMISSION EXPIRES APRIL 15, 1934

REC'D JUNE 28TH, 1934 AT 11;08 U.S.R.S $1.00

7406 MARSHALL & BRUCE CO. NASHVILLE