NUMBER 44275 RECORDED JULY 28,1934 FOSTER N.MOSS TO ELLA FLOIS MOSS

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY-SEVEN HUNDRED AND THIRTY SEVEN - DOLLARS of which FIVE DOLLARS has been paid in cash by ELLA FLOIS MOSS, receipt of which is hereby acknowledged, and for the remainder TWENTY-SEVEN HUNDRED AND THIRTY-TWO DOLLARS the said ELLA FLOIS MOSS, HAS ASSUMED THE LAST THIRTY-FOUR OF A SERIES OF 112 NOTES DATED JUNE 22ND, 1926, BEARING INTEREST AT 6 PER CENT PER ANNUM, THE FIRST NOTE OF THE SERIES FELL DUE JULY 26TH,1926, AND MONTHLY THEREAFTER, THE FIRST 111 NOTES BEING FOR $20.00 EACH, AND THE LAST FOR $30.; ALSO ASSUMING A BALANCE OF $1569.03 AS OF JUNE 1ST,1933, PLUS THE INTEREST AT 6 PER CENT FROM THAT DATE, DUE AND UNPAID OF THE FIRST MORTGAGE, NOW HELD BY C.W. COLLIER, AND OF RECORD IN BOOK 650,PAGE 170 RECORD OFFICE OF DAVIDSON COUNTY, TENN.; ALSO A BALANCE OF $27.63 OF CITY, STATE AND COUNTY TAXES, PAID BY C.W. COLLIER FOR THE YEAR 1933 AND BACK. SAID SERIES OF 112 NOTES ARE SAME NOTES OF RECORD IN BOOK 720, PAGE 110, OF THE RECORD OFFICE OF DAVIDSON COUNTY,TENNESSEE. C.W. COLLIER AS HOLDER AND OWNER OF THE ABOVE MENTIONED NOTES AND MORTGAGES HEREBY RELEASES FOSTER N.MOSS FROM FURTHER LIABILITY UNDER SAME.

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

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

BEING THE EASTERLY HALF OF LOT NO.3 OF SHARPE & HORN'S 4TH ADDITION TO THE CITY OF NASHVILLE, PLAN OF WHICH IS OF RECORD IN BOOK 161, PAGE 172, RECORD OFFICE OF DAVIDSON COUNTY, TENNESSEE, SAID EASTERLY HALF OF LOT NO.3 FRONTS 50 FEET ON THE NORTHERLY SIDE OF DOUGLAS AVE., (FORMERLY HINTON ST) AND RUNS BACK BETWEEN PARALLEL LINES 170 FEET TO AN ALLEY 15 FT WIDE, AND IS THE SAME PROPERTY CONVEYED TO FOSTER N.MOSS AND ELLA FLOIS MOSS BY INSTALLMENT DEED OF LURTON GOODPOASTURE, TRUSTEE, AND LURTON GOODPASTURE AND IONE B. GOODPASTURE JUNE 22ND, 1926, OF RECORD IN BOOK 720, PAGE 110 RECORD 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 ELLA FLOIS MOSS, 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 AS ENUMERATED.

I further covenant and bind MY heirs and representatives, to warrant and forever defend the title to said real estate to said ELLA FLOIS MOSS, AND HER 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 FIVE Dollar to ME in hand paid I, the said FOSTER N.MOSS

do hereby transfer and convey unto E.P.WILSON, 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, the said ELLA FLOIS MOSS, 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 $ 2000. 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 ELLA FLOIS MOSS, 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 I 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 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.

I 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. I 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 ELLA FLOIS MOSS 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 E.P.WILSON 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 ----

and ----, hereunto set our hands at NASHVILLE, Tennessee, this the 26TH day of JULY, 1934.

ELLA FLOIS MOSS
C.W. COLLIER
FOSTER N. MOSS

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOHN U.WILSON, a Notary Public in and for said County and State, the within named ELLA FLOIS MOSS, FOSTER N.MOSS C.W. COLLIER the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ELLA FLOIS MOSS WIFE OF FOSTER N.MOSS, ~~of the said~~ having appeared before me privately and apart from HER husband, the said ELLA FLOIS MOSS, 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 26 day of JULY, 1934.

My commission expires OCT 11,1934. JOHN U.WILSON (Seal) Notary Public.

REC'D JULY 27,1934 AT 3:00 P.M.

7405 MARSHALL & BRUCE CO. NASHVILLE