NUMBER 45059 RECORDED AUG 17,1934 MRS. GERTRUDE AYERS, A WIDOW TO JOHN H.OTEY

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND ($3000.00) DOLLARS
of which FIVE HUNDRED ($500.00) DOLLARS has been paid in cash by
JOHN H.OTEY , receipt of which is hereby acknowledged, and for the remainder
TWENTY-FIVE HUNDRED ($2500.00) DOLLARS

the said JOHN H.OTEY HAS EXECUTED AND DELIVERED TO ME FIVE (5) PROMISSORY NOTES IN THE SUM OF FIVE HUNDRED ($500.00) DOLLARS EACH, BEARING DATE OF AUGUST 15,1934, AND PAYABLE TO THE ORDER OF MRS. GERTRUDE AYERS AS FOLLOWS: ON OR BEFORE FEBRUARY 15,1935, AUGUST 15,1935, FEBRUARY 15,1936, AUGUST 15,1936, AND FEBURARY 15,1937,

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,MRS. GERTRUDE AYERS, A WIDOW,
have this day bargained and sold, and do hereby transfer and convey, unto the said JOHN H.OTEY, HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.ONE (1) OF BLOCK 2 IN THE PLAN OF MIDWAY, NOT OF RECORD, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF 28TH AVENUE, NORTH,FORMERLY MCLAUGHLIN STREET, ANDEDEN STREET, BEING THE N.E. CORNER OF SAID BLOCK NO.2;THENCE SOUTHERLY WITH THE WESTERLY MARGIN OF SAID 28TH AVENUE, NORTH, 50 FEET;THENCE PARALLEL WITH SAID EDEN STREET, WESTERLY 150 FEET TO THE EASTERLY MARGIN OF AN ALLEY;THENCE WITH SAID MARGIN NORTHERLY 50 FEET TO THE SOUTHERLY MARGIN OF EDEN STREET;THENCE WITH THE SOUTHERLY MARGIN OF SAID EDEN STREET EASTERLY 150 FEET TO THE BEGINNING.

THIS IS THE SAME PROPERTY WHICH WAS CONVEYED TO O.C. AYERS BY WARRANTY DEED FROM A.T. BRUCE AND WIFE T.C. BRUCE, SAID DEED BEARING DATE OF AUGUST 31, 1918, AND OF RECORD IN BOOK NO.513, PAGE 314, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY,TENNESSEE. THE SAID O.C. AYERS DIED IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, ON MARCH 9, 1932, LEAVING A WILL WHICH IS RECORDED IN WILL BOOK NO.48, PAGE 465, OF THE COUNTY COURT OF DAVIDSON COUNTY, TENNESSEE, IN WHICH WILL HE GAVE AND DEVISED THE ABOVE DESCRIBED PROPERTY TO HIS WIFE, THE SAID GERTRUDE AYERS.

THE PURCHASER ASSUMES AND AGREES TO PAY STATE AND COUNTY TAXES ON THE ABOVE DESCRIBED PROPERTY FOR THE YEAR 1934.

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 4th day of Dec. 1937

Attest: Catherine L. McClanahan
DEPUTY REGISTER

Gertrude Ayers

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN H.OTEY, HIS 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 JOHN H.OTEY, HIS 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 JOHN H.OTEY AND WIFE JULIA R.M.OTEY,

do hereby transfer and convey unto I.E. GREEN, 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 JOHN H.OTEY, 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 $ 3000.00 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.

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 JOHN H.OTEY, 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.

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 JOHN H.OTEY, HIS HEIRS 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 I.E. GREEN 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. GERTRUDE AYERS, A WIDOW

and JOHN H.OTEY AND WIFE, JULIA R.M.OTEY, hereunto set our hands at NASHVILLE, Tennessee, this the 15TH day of AUGUST, 1934.

MRS. GERTRUDE AYERS
JNO.H.OTEY
JULIA R.M.OTEY

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, BAXTER CATO, a Notary Public in and for said County and State, the within named MRS. GERTRUDE AYERS, A WIDOW, AND JOHN H.OTEY AND WIFE JULIA R.M.OTEY, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And JULIA R.M.OTEY WIFE of the said JOHN H.OTEY

having appeared before me privately and apart from HER husband, the said JULIA R.M.OTEY, 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 16TH day of AUGUST, 1934.

My commission expires OCT 5TH,1935. (Seal) BAXTER CATO
Notary Public.

U.S.R.S. $3.00

REC'D AUG 16,1934 AT 1:21 P.M.

7405 MARSHALL & BRUCE CO. NASHVILLE