NUMBER 58722 RECORDED JULY 25, 1935. L. C. ANDERSON, ET UX TO THOMAS R. BRUMMITT, ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND SIX HUNDRED AND NO/100 ($2600.00) DOLLARS
of which THREE HUNDRED TWO AND 84/100 ($302.84) DOLLARS has been paid in cash by
THOMAS R. BRUMMITT AND WIFE, GRACIE BRUMMITT, receipt of which is hereby acknowledged, and for the remainder
TWO THOUSAND TWO HUNDRED NINETY SEVEN AND 16/100 ($2297.16) DOLLARS
the said THOMAS R. BRUMMITT AND WIFE, GRACIE BRUMMITT

HAVE ASSUMED AND AGREED TO PAY A NOTE IN THE SUM OF ONE THOUSAND NINE HUNDRED TWENTY SEVEN AND 48/100 ($1927.48) DOLLARS PAYABLE TO THE HOME OWNERS' LOAN CORPORATION AND SECURED BY DEED OF TRUST TO CHARLES H. LITTERER, TRUSTEE, FROM L. C. ANDERSON AND WIFE, LOLA B. ANDERSON, ON THE PROPERTY HEREINAFTER DESCRIBED, SAID DEED OF TRUST BEING RECORDED IN BOOK 832, PAGE 325, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; AND FOR THE BALANCE, HAVE EXECUTED THEIR THIRTY FIVE PROVISSORY NOTES DATED JULY 20, 1935 AND PAYABLE TO L. C. ANDERSON THE FIRST TEN OF SAID NOTES BEING IN THE SUM OF SEVENTEEN ($17.00) DOLLARS EACH, THE NEXT TWENTY FOUR OF SAID NOTES BEING IN THESUM OF EIGHT ($8.00) DOLLARS EACH, AND THE THIRTY FIFTH AND LAST OF SAID NOTES BEING IN THE SUM OF SEVEN AND 68/100 ($7.68) DOLLARS, AND THE FIRST OF SAID THIRTY FIVE NOTES IS MADE TO FALL DUE AND PAYABLE ON OR BEFORE AUGUST 20, 1935, AND ONE OTHER ON THE 20TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID, AND

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

WE, L. C. ANDERSON AND WIFE, LOLA B. ANDERSON
have this day bargained and sold, and do hereby transfer and convey, unto the said
THOMAS R. BRUMMITT AND WIFE, GRACIE BRUMMITT, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 42 IN N. HOBSON'S ADDITION TO EDGEFIELD, NOW EAST NASHVILLE, A PLAN OF WHICH IS OF RECORD IN BOOK 21, PAGE 72, REGISTER'S OFFICE FOR SAID COUNTY, ALSO A PLAN IN BOOK 1, PAGE 57, CHANCERY COURT AT NASHVILLE.

SAID LOT NO. 42 FRONTS 50 FEET ON THE WESTERLY SIDE OF SOUTH ELEVENTH STREET, FORMERLY SMITH AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 200 FEET TO AN ALLEY; AND BEING THE SAME PROPERTY CONVEYED TO L. C. ANDERSON BY DEED FROM FRANK G. SHARPE, TRUSTEE, OF RECORD IN BOOK NO. 587, PAGE 8, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said THOMAS R. BRUMMITT AND WIFE, GRACIE BRUMMITT, THEIR 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, EXCEPT TAXES FOR YEAR 1935, WHICH GRANTEES ASSUME AND AGREE TO PAY. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said THOMAS R. BRUMMITT AND WIFE, GRACIE BRUMMITT, 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 THOMAS R. BRUMMITT AND WIFE, GRACIE BRUMMITT,

do hereby transfer and convey unto --- W H Perry, 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 for a sufficient consideration in hand paid, do hereby release and discharge all lien or claim as to ____ and discharge of the same. This ____ day of ____ 1938. Attest: ____ Deputy Register

I declare that I am the true and lawful holder of Note has been paid and I do hereby acknowledge the satisfaction thereof and discharge the same. This 27th day of June 1938. Attest: W. S. Ewing

I declare that I am the true and lawful holder of the note secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge the same. This 29 day of June 1938. Attest: [illegible]

WE, the said THOMAS R. BRUMMITT AND WIFE, GRACIE BRUMMITT, 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.

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 THOMAS R. BRUMMITT AND WIFE, GRACIE BRUMMITT, 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, IF 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 THOMAS R. BRUMMITT AND WIFE, GRACIE, THEIR 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 --- W H Perry 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 L. C. ANDERSON AND WIFE, LOLA B. ANDERSON,

and THOMAS R. BRUMMITT AND WIFE, GRACIE BRUMMITT, , hereunto set our hands at NASHVILLE, , Tennessee, this the 20TH day of JULY, , 1935.

L. C. ANDERSON

LOLA B. ANDERSON

THOMAS R. BRUMMITT

GRACIE BRUMMITT

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, B. R. KENNEDY, a Notary Public in and for said County and State, the within named L. C. ANDERSON AND WIFE, LOLA B. ANDERSON, AND THOMAS R. BRUMMITT AND WIFE, GRACIE BRUMMITT, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LOLA B. ANDERSON AND GRACIE BRUMMITT, WIVES, of the said L. C. ANDERSON AND THOMAS R. BRUMMITT, RESPECTIVELY, having appeared before me privately and apart from THEIR husband S, the said LOLA B. ANDERSON AND GRACIE BRUMMITT, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 20 day of JULY, 1935.

My commission expires THE 9TH DAY OF JULY, 1939. (Seal) B. R. KENNEDY, Notary Public.

U.S.R.S. $1.00.

RECEIVED JULY 24, 1935, AT 11:01 A.M.

STEVENS-MARSHALL & DUNN CO. NASHVILLE