INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of EIGHT HUNDRED FIFTY ($850.00) & 00/100 Dollars, of which FIFTY ($50.00) & 00/100 Dollars has been paid in cash by W. L. LITCHFORD AND WIFE KATIE O. LITCHFORD, the receipt of which is hereby acknowledged, and for the remainder ($800.00) & 00/100 Dollars the said W. L. & KATIE O. LITCHFORD, ha VE THIS DAY EXECUTED TO WINTERS AND HARDISON R, THEIR EIGHTY (80) PROMISSORY NOTES EACH FOR THE SUM OF TEN ($10.00) DOLLARS, THE FIRST ON WHICH FALLSDUE DEC. 12TH 1919, AND ONE ON THE 12THTOF EACH MONTH THEREAFTER UNTIL ALL ARE SHALL BECOME DUE AND PAYABLE.

The entire debt secured herein having been paid in full to me I hereby release the lawful owner and holder of said notes from the lien on the within described property securing payment of said debt.

Witness my hand this 14 day of Dec. 1920.

Attest: Lee [illegible] Deputy Reg.

W. F. Hardison

all of said notes bearing six per cent interest from date, and to secure the payment of said notes, principal and interest, a lien is expressly retained on the land herein conveyed.

JESSE T. WINTERS EXECUTOR OF THE WILL OF G. W. WINTERS DESCEASED, AND W. F. HARDISON, SURVIVING PARTNER OF WINTERS & HARDISON, AND TESTAMENTARY TRUSTEE AND GENERAL MANAGER UNDER THE WILL OF THE SAID [illegible] follows:

G. W. WINTERS, BY VIRTUE OF THEPOWER AND AUTHORITY VESTED IN US BY THE SAID WILL AS OF RECORD IN WILL BOOK, NO. 38 PAGE 590 COUNTY COURT CLERKS'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, HAVE THIS DAY BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID W. L. LITCHFORD AND WIFE KATIE O. LITCHFORD, THEIR HERIS AND ASSIGNS, BERTAIN REAL ESTATE IN DAVIDSON COUNTY TENNESSEE, AS FOLLOWS: BEING THE NORTHERLY ½ OF LOT NO. 1 AND LOTS NOSS 4 & 5 IN HAYNIES CENTRAL PARK PLAN, AS OF RECORD IN BOOK, 161, PAGE 116, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID NORTHERLY HALF OF LOT NO. 1 FRONTS 30-½ FEET ON THE WESTERLY SIDE OF SOUTH 12TH STREET, AND EXTENDS BACK 150 FEET, MORE OR LESS, ON THE SOUTH LINE, AND144.7 FEET ON THE NORTH LINE, AND WITH THE SOUTHERLY MARGIN OF LENORE STREET, TO AN ALLEY, ONWHICH IT SHOWS, 30 FEET. SAAD LOTS NOS. 4 & 5 FRONTS 50 FEET EACH, 100 FEET TOGETHER, ON THE SOUTHERLY SIDE OF LENORE STREET, AND EXTENDS BACK BETWEEN PARALLEL LINES 164 FEET TO AN ALLEY, ALL OF SAID LOTS WERE CONVEYED TO G. W. WINTERS BY DEED AS OF RECORD IN BOOK. NO 447 PAGE 169 R.O.D.C.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W. L. LITCHFORD, AND KATIE LITCHFORD THEIR, heirs and assigns, forever. WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

WE further covenant and bind OURSELVES OUR SSC/ CESSORS heirs and representatives, to warrant and forever defend the title to said real estate to said W. L. & KATIE O LITCHFORD, 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 W.L. LITCHFORD AND WIFE KATIE O. LITCHFORD, do hereby transfer and convey unto J. T. MARSHALL, Trustee, his successors and assigns, the real estate hereinabove described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE the said W. L. & KATIE O. LITCHFORD, do hereby agree to keep all buildings now owned, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 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 W. L. & KATIE O. LITCHFORD shall pay the notes aforesaid when due, according to their terms (OR WITHIN THREE MONTHS THEREAFTER,) 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 Courthouse door 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 the 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 the 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.

2d. To the payment of all taxes which may be unpaid on said premises.

3d. 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 W. L. & KATIE O. LITCHFORD, 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 J. I MARSHALL, 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 or settlement in relation to his trusteeship.

In witness whereof we, the said J. T. WINTERS, EXECUTOR & W. F. HARDISON GEN. MAGR. & TRUSTEE UNDER THE WILL OF G. W. WINTERS, DECD AND SURVIVING PARTNER OF WINTERS AND HARDISON, AND W. L. LITCHFORD AND WIFE KATIE O. LITCHFORD, have hereunto set our hands at NASHVILLE, Tennessee, this the 12TH day of NOVEMBER 1919.

J. T. WINTERS EXECUTOR, & W. F. HARDISON, GEN. MGR. & TRUSTEE UNDER THE WILL OF G. W. WINTERS, DESCEASED, AND SURVIVING PARTNER OF WINTERS AND HARDISON

KATE O. LITCHFORD,

W. L. LITCHFORD.

STATE OF TENNESSEE, DAVIDSON COUNTY. Personally appeared before me RICHARD S. WEST, a Notary Public in and for said County and State, the within named J. T. WINTERS, EXECUTOR & W. F. HARDISON, GEN. MGR. & TRUSTEE, UNDER THE WILL OF G. W. WINTERS, DESCEASED AND SURVIVING PARTNER OF WINTERS & HARDISON, AND W. L. LITCHFORD AND WIFE KATIE O. LITCHRORD, the bargainor. S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And KATTE O. LITCHFORD, [illegible] wi FE of the said W. L. LITCHFORD, having appeared before me privately and apart from HER husband, the said KATIE O. LITCHFORD, 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 28TH day of FEBRUARY 1920. 19

My commission expires on the 10 day of JAN. 1922. RICHARD S. WEST, Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY. Personally appeared before me, a Notary Public in and for said County and State, the within named,

the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

And, wi 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, 19

My commission expires on the, day of, Notary Public.

U.S.R.$1.00

RECEIVED 2ND, A. D. 1920, AT 10:14 O'CLOCK, A.M.

[illegible] R.