INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SIX HUNDRED($600.00) DOLLARS, of which ONE HUNDRED($100.00) DOLLARS has been paid in cash by ALPHEUS S LEWIS, the receipt of which is hereby acknowledged, and for the remainder DOLLARS the said ALPHEUS S LEWIS has EXECUTED TO PROMISSORY NOTES FOR TEN($10.00) DOLLARS EACH, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF MOORE & SORS TRANSFER & LUMBER COMPANY, AND BEARING SIX PER CENT INTEREST FROM DATE, WITH LIEN RETAINED ON THE PROPERTY HEREIN CONVEYED TO SECURE THEIR PAYMENT.

THE FIRST ONE OF SAID NOTES FALLS DUE MARCH 5 1921, AND THE SAME MONTHLY THEREAFTER UNTIL ALL ARE PAID.

AND PROVIDING FOR PAYMENT OF ATTORNEY FEES ALSO FOR PAYMENT OF ATTORNEY FEES AND ATTORNEY FEES,

all of said notes bearing six per cent interest from date hereof to secure the payment of said notes principal and interest a lien is expressly retained on the land herein WE, O. G. MOORE & EUGENE SORS, COMPOSING THE PARTNERSHIP OF MOORE & SORS TRANSFER & LUMBER CO AND MOORE & KEITH LUMBER CO., A CORPORATION CHARTERED UNDER THE LAWS OF THE STATE OF TENNESSEE conveyed, bargained and sold, and do hereby transfer and convey, unto the said ALPHEUS S LEWIS, HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

PART OF LOT NO. 52 ON THE ORIGINAL PLAN OF BROWNSVILLE AS OF RECORD IN BOOK NO. 21, PAGE 9 REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:--

BEGINNING IN THE CENTER OF CARTER STREET, 11.67 POLES OR 192.555 FEET EASTERLY FROM THE CENTER OF JOHNSON STREET, BEING THE NORTHEAST CORNER OF A PART OF SAID LOT CONVEYED BY J.W. SPILLERS AND WIFE, TO MOORE & SORS TRANSFER & LUMBER COMPANY, BY DEED OF RECORD IN BOOK NO. 365 PAGE 189, SAID REGISTERS OFFICE, AND BEING THE NORTHEST CORNER OF A PART OF SAID LOT FROMERLY OWNED BY BETTIE GRUVER; THENCE WITH HER WEST LINE SOUTHERLY 415.65 FEET, MORE OR LESS, TO O.G. MOORES NORTHEAST CORNER; THENCE WITH HIS NORTH LINE, WESTERLY 60 FEET; THENCE NORTHERLY 415.65 FEET, MORE OR LESS, TO THE CENTER OF CARTER STREET; THENCE WITH THE CENTER OF SAID STREET, EASTERLY 60 FEET TO THE BEGINNING, BEING 60 FEET OFF THE EAST SIDE OF SAID MOORE & SORS TRANSFER & LUMBER COMPANYS LOT, AND INCLUDING ABOUT 12.445 FEET OFF THE EAST SIDE OF MOORE & KEITH LUMBER COMPANYS LOT.

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ALPHEUS S LEWIS, HIS 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 heirs and representatives, to warrant and forever defend the title to said real estate to said ALPHEUS S LEWIS, 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 HIS in hand paid, WE, the said ALPHEUS S LEWIS AND WIFE FANNIE MAI LEWIS, do hereby transfer and convey unto A. S. WEST, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purpose aforesaid only.

WE, the said ALPHEUS S LEWIS AND WIFE FANNIE MAI LEWIS, 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 $ 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 herein, the same to bear interest from the date of such payment.

Now, if WE, the said ALPHEUS S LEWIS & WIFE FANNIE MAI LEWIS, 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 COURT HOUSE 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 ALPHEUS S LEWIS, HIS 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 A. S. WEST, 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 O. G. MOORE & EUGENE SORS, COMPOSING THE PARTNERSHIP OF MOORE & SORS TRANSFER & LUMBER COMPANY and MOORE & KEITH LUMBER CO and ALPHEUS S LEWIS & WIFE FANNIE MAI LEWIS hereunto set our hands at NASHVILLE, Tennessee, this the 5TH day of FEBY, 1921. (No Seal)

No Seal

MOORE & KEITH LUMBER COMPANY
BY O.G. MOORE, PRESIDENT
ATTEST: G F CLARK, SECRETARY

MOORE & SORS TRANSFER & LUMBER COMPANY
BY O G MOORE
BY EUGENE SORS

ALPHEUS S LEWIS
FANNIE MAI LEWIS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E B WALTON, a Notary Public in and for said County and State, the within-named O G MOORE & EUGENE SORS, COMPOSING THE PARTNERSHIP OF MOORE & SORS TRANSFER & LUMBER COMPANY, AND ALPHEUS S.LEWIS AND WIFE FANNIE MAI LEWIS..... the bargainer..S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And FANNIE MAI LEWIS, WIFE of the said ALPHEUS S LEWIS, having appeared before me privately and apart from HER husband, the said FANNIE MAI LEWIS, 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 8TH day of FEBY, 1921

My commission expires on the day of, 192 (SEAL) E. B. WALTON, 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 bargainer, with whom I am personally acquainted, and who acknowledged that 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, 192

My commission expires on the day of, 192 , Notary Public.

STATE OF TENNESSEE------DAVIDSON COUNTY

BEFORE ME E B WALTON, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED O G MOORE & G F CLARK, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH, ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY RESPECTIVELY, OF THE MOORE & KEITH LUMBER COMPANY, THE WITHIN NAMED BARGAINOR, A CORPORATION AND THAT THEY AS SUCH PRESIDENT & SECRETARY, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY O G MOORE, PRESIDENT AND ATTESTING THE SAME BY G. F. CLARK, SECRETARY. WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE THIS 8TH DAY OF FEBRUARY 1921.

E. B. WALTON, NOTARY PUBLIC ((SEAL))

US R $1.00

RECEIVED THE 8TH DAY OF FEBY A D 1921 AT 1 O CLOCK P M