INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED AND NO/100 DOLLARS, of which TWENTY FIVE AND NO/100 DOLLARS has been paid in cash by T. E. POWELL AND WIFE, PAULINE POWELL, the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS the said T. E. POWELL AND WIFE, PAULINE POWELL, HAVE EXECUTED AND DELIVERED TO W. G. STINSON THEIR 17 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, ALL OF SAID NOTES BEING IN THE SUM OF TEN DOLLARS EACH, BEARING 6% INTEREST FROM DATE, BEING PAYABLE TO THE ORDER OF SAID W. G. STINSON, AND FALLING DUE, THE FIRST NOTE, ONE MONTH AFTER DATE HEREOF, AND ONE NOTE ON THE 15TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL THEY ALL MATURE, AND ONE NOTE OF LIKE TENOR AND DATE WITH THE EXCEPTION THAT IT IS FOR FIVE DOLLARS AND IS THE LAST MATURING NOTE OF SAID SERIES OF NOTES.

The entire debt secured herein having been paid in full the undersigned owner and holder thereof hereby releases the lien on the within described property, held to secure the payment of said debt.

This 2nd day of January, 1923.

Attest: W. G. Stinson

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, W. G. STINSON AND WIFE, ELLEN STINSON have this day bargained and sold, and do hereby transfer and convey, unto the said T. E. POWELL AND WIFE, PAULINE POWELL, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 2 OF BLOCK NO. 3, OF AN UNREGISTERED PLAT OR PLAN OF LAND CONTAINING 60 LOTS, 24½ OF WHICH WERE SOLD TO WARREN B. SLOAN BY DEED OF JAMES E. CALDWELL ET UX AS IS OF RECORD IN BOOK NO. 508, PAGE NO. 228, R.O.D.C., TENN. SAID LOT NO. 2 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF LOUISIANA AVE. AND EXTENDS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY SHOWN ON SAID UNRECORDED PLAT OR PLAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHWEST CORNER OF SAID LOUISIANA AVE. AND 60TH AVE. N., AND EXTENDING IN A WESTERLY DIRECTION ALONG THE SOUTH MARGIN OF LOUISIANA 50 FEET TO A POINT, THENCE, AT RIGHT ANGLES AND IN A SOUTHERLY DIRECTION, 150 FEET TO THE NORTH MARGIN OF AN ALLEY AS SHOWN BY UNRECORDED PLAN, THENCE IN AN EASTERLY DIRECTION AND ALONG THE NORTH MARGIN OF SAID ALLEY 50 FEET TO THE WEST MARGIN OF 60 TH AVE. N., THENCE IN A NORTHERLY DIRECTION 150 FEET ALONG THE WEST MARGIN OF SAID 60TH AVE. N. TO THE POINT OF BEGINNING, BEING A PART OF THE SAME PROPERTY CONVEYED TO W. G. STINSON BY DEED OF WARREN B. SLOAN ET UX AS IS OF RECORD IN BOOK NO. 502, PAGE NO. 123, R.O.D.C., TENN.

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said T. E. POWELL AND WIFE, PAULINE POWELL, 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 unincumbered. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said T. E. POWELL AND WIFE, PAULINE POWELL, 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 T. E. POWELL AND WIFE PAULINE POWELL do hereby transfer and convey unto R. L. KENNEDY, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE, the said T. E. POWELL AND WIFE, PAULINE POWELL, 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 $--- 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 T. E. POWELL AND WIFE, PAULINE POWELL, 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 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 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 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 T. E. POWELL & WIFE, PAULINE POWELL, 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 R. L. KENNEDY 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 W. G. STINSON AND WIFE, ELLEN STINSON and T. E. POWELL AND WIFE, PAULINE POWELL, hereunto set our hands at NASHVILLE, Tennessee, this, the 15TH day of MARCH, 1922.

W. G. STINSON
ELLEN STINSON
T. E. POWELL
PAULINE POWELL

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H. J. LOVELACE, a Notary Public in and for said County and State, the within-named W. G. STINSON AND WIFE, ELLEN STINSON AND T. E. POWELL AND WIFE, PAULINE POWELL, the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ELLEN STINSON AND PAULINE POWELL, wiVES of the said W. G. STINSON AND T. E. POWELL having appeared before me privately and apart from THEIR husbandS, the said W. G. STINSON AND T. E. POWELL, THEY acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbandS, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 16 day of MARCH, 1922.

My commission expires on the 10 day of APRIL, 1923. (SEAL) H. J. LOVELACE, 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 copstraint 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.

U.S.R.S. $00.50
RECD. DEC. 28, 1922 AT 10:55 A.M.