NUMBER 61634 BRINGHURST-REID CO. TO MIKE WARD ET UX, RECORDED JUNE 10TH,1924

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED FORTY-ONE AND 25/100 ($441.25) DOLLARS of which FIFTY ($50.00) AND NO/100 .....DOLLARS has been paid in cash by ME MIKE WARD AND WIFE, VIRGINIA SITZWARD ,the receipt of which is hereby acknowledged, and for the remainder OF THREE HUNDRED NINETY-ONE AND 25/100 ($391.25) DOLLARS the said MIKE WARD AND WIFE, VIRGINIA ~~X~~ SEOX SEITZ WARD HAVE EXECUTED TO BRINGHURST- the REID COMPANY THEIR 20JOINT NOTES OF EVEN DATE HEREWITH , ALL OF SAID NOTES BEING INTHE SUM OF $20.00 EACH, EXCEPT THE 20TH OR LAST NOTE, WHICH IS IN THE SUM OF $11.25; THE FIRST NOTE MATURING JUNE 20TH,1924, AND THE OTHERS, ONE EACH MONTHLY THEREAFTER, TILL ALL ARE PAID; AND ALL OF SAID NOTES BEARIN G INTEREST FROM DATE AT THE RATE OF 6% PER ANNUM;

all of said notes ~~in accordance herewith and providing for acceleration upon default and costs and attorneys' fees upon failure~~ 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, BRINGHURST-REID COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE SEITZ have this day bargained and sold, and do hereby transfer and convey unto the said MIKE WARD AND WIFE, VIRGINIA/WARD XXXXXX THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOTS NOS. 24 AND 25 ON THE PLAN OF ROSEDALE SUBDIVISION, AS OF RECORD IN BOOK NO. 547, PAGE 45, REGISTER'S OFFICE FOR DAVIDSON COUNTY , TENNESSEE.

SAID LOT NO. 24 FRONTS 72.5 FEET ON THE EASTERLY SIDE OF KLEIN AVENUE, AND RUNS BACK ON THE SOUTH LINE, WITH A STONE WALL, 348.5 FEET, AND ON THE NORTH LINE 338.7 FEET TO A DEAD LINE, AND SHOWS 57 FEET ONSAID DEAD LINE.

SAID LOT NO.25 FRONTS 50 FEET ON THE EASTERLY SIDE OF KLEIN AVENUE, AND RUNS BACK 338.7 FEET ON THE SOUTH LINE AND 330.5 FEET ON THE NORTH LINE, TO A DEAD LINE, AND SHOWS 50.3 FEET O N SAID DEAD LINE.

BEING PART OF THE RRBB PROPERTY CONVEYED TO BRINGHURST-REID COMPANY BY DEED OF CHAS. BROWER R OF RECORD INBOOK NO.633, PAGE 416, R.O.D.C., TENNESSEE.

The entire debt secured herein having been paid in full I hereby release the lien of this deed of trust thereon and direct the Register to enter satisfaction thereof of record. This 16 day of [illegible] 1926.

Attest: [illegible]

Bringhurst Reid Co
by [illegible]

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MIKE WARD AND WIFE, VIRGINIA SEITZ WARD, 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 unincumbered. WE further covenant and bind OURSELVES, OUR SUCCESSORS heirs and representatives, to warrant and forever defend the title to said real estate to said MIKE WARD AND WIFE, VIRGINIA SEITZ WARD, 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 MIKE WARD AND WIFE, VIRGINIA SEITZ WARD do hereby transfer and convey unto C.B.KELLEY , 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 MIKE WARD AND WIFE, VIRGINIA SEITZ WARD , 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 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 MIKE WARD AND WIFE, VIRGINIA SEITZ WARD , 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 MIKE WARD AND WIFE, VIRGINIA SEITZ WARD, 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 C. B.KELLEY , 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 BRINGHURST-REID COMPANY HAS CAUSED ITS CORPORATE NAME TO BE HEREUNTO SUBSCRIBED BY K.O.REID, THE PRESIDENT, AND THE CORPORATE SEAL TO BE AFFIXED I BY ~~hereunto set our hands~~ L.GILL, THE SECRETARY AND MIKE WARD AND WIFE ~~Tennessee this the day of , 192~~ VIRGNIA SEITZ WARD HEREUNTO SET OUT HANDS AT NASHVILLE, TENNESSEE, THIS THE 20TH DAY OF MAY 1924.

ATTEST: L.GILL SECRETARY (SEAL) BRINGHURST-REID COMPANY, INC., BY K.O. REID PRESIDENT MIKE WARD, VIRGINIA SEITZ WARD

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JNO. W. NOLAN , a Notary Public in and for said County and State, the within-named MIKE WARD AND WIFE, VIRGINIA SEITZ WARD the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And VIRGINIA SEITZ WARD, WIFE , ~~wife~~ of the said MIKE WARD having appeared before me privately and apart from HER husband , the said VIRGINIA SEITZ WARD , 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 31ST day of MAY , 192~~6~~.

My commission expires on the 8 day of JANUARY , 1926 (SEAL) JNO. W.NOLAN , Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

~~Personally appeared before me,~~ JNO. W.NOLAN , a Notary Public in and for ~~said County and State, the within named~~ THE ~~COUNTY~~ STATE AND COUNTY AFORESAID AREA APPEARED K.O.~~REIDXXXXXXX~~ REID AND L.GILL, WITH WHOM I ~~am personally acquainted, and who acknowledged that~~ UPON OATH ~~executed the within instrument for the purposes therein contained.~~ SELVES TO BE THE PRESIDENT AND SECRETARY OF THE BRINGHURST-REID COMPANY, THE WITHIN NAMED BARGAINORS, A CORPORATION, AND THAT THEY, AS SUCH PRESIDENT AND SECRETARY RESPECTIVELY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME ~~And~~ OF THE CORPORATION BY SAID K.O.REID AS PRESIDENT, AND AFFIXING THE CORPORATE SEAL THERETO, AND ATTESTING THE SAME, BY SAID L.GILL AS SECRETARY. ~~acknowledged the execution of the said instrument to be~~ ~~his free act and deed, and that he executed the same as such President for the purposes therein contained, and that he was duly authorized so to do.~~

Witness my hand and official seal at OFFICE, AT NASHVILLE, , Tennessee, this THE 31ST day of MAY , 192~~6~~.

My commission expires on the 8 day of JAN. , 1926 (SEAL) JNO. W.NOLAN , Notary Public.

U.S.R.$0.10

REC'D. JUNE 8,1926 AT 9:32 A.M.