NUMBER 84766 E. E.FULGHUM ET ALS TO HENRY HOLMES,RECORDED FEB. 10,1926

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIFTEEN HUNDRED DOLLARS of which TWO HUNDRED($200.00) DOLLARS has been paid in cash by HENRY HOLMES, the receipt of which is hereby acknowledged, and for the remainder OF THIRTEEN HUNDRED ($1300.00) DOLLARS the said HENRY HOLMES HAS EXECUTED HIS NINE PROMISSORY NOTES OF EVEN DATE HEREWITH AS FOLLOWS: NOTES NO. 1 AND 2 ARE FOR $120.00 EACH,TO NOT BEAR INTEREST AND MATURE IN 6 AND 12 MONTHS AFTER DATE,NOTES 3, 4,5, 6, 7,88 ARE FOR $150.00 EACH, BEAR INTEREST AT 5% AND MATURE IN 18, 24,30,36,42 AND 48 MONTHS AFTER DATE,RESPECTIVELY; NOTE NO.9 IS FOR $160.00 BEARS INTEREST AT 5% AND MATURES 54 MONTHS AFTER DATE

~~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, E. E.FULGHUM AND E. S. FULGHUM AND WIFE JIMMIE MAY FULGHUM have this day bargained and sold, and do hereby transfer and convey unto the said HENRY HOLMES AND WIFE JERRIE HOLMES heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: A LOT OF LAND IN THE 53D ,FORMERLY THE 2ND CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE,IN THE VILLAGE OF WHITTERSVILLE,DESCRIBEDAS FOLLOWS:

BEGINNING AT A POINT 12½ FEET NORTHERLY FROM WHAT WAS FORMERLY THE E.P .WHITWORTH(S N. W. CORNER AND BLAIR'S S. E.CORNER WHICH SAID BEGINNING POINT IS 20 FEET EAST OF THE LAND;THENCE NORTHERLY AND PARALLEL WITH SAID LANE 120 FEET TO A POINT AT THE NORTHEAST CORNER OF THE BARN;THENCE EASTERLY 217 FEET,MORE OR LESS TO THE FENCE;THENCE SOUTHERLY WITH THE FENCE LINE 120 FEET TO A POINT;THENCE WESTERLY 217 FEET MORE OR LESS TO THE POINT OF BEGINNING AND BEING A PART OF THE SAME PROPERTY CONVEYED TO E. E.FULGHUM BY DEED OF J.H. WEST C.& M. OF RECORD IN BOOK 668, PAGE 35, R.O.D.C.,TENN.ON THE PROPERTY HEREIN CONVEYED THERE IS A 4 R FOUR ROOM FRAME HOUSE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HENRY HOLMES 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 heirs and representatives, to warrant and forever defend the title to said real estate to said HENRY HOLMES, 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 notes 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 HENRY HOLMES AND WIFE JESSIE HOLMES do hereby transfer and convey unto J.F. BEAKLEY, 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 HENRY HOLMES AND WIFE, 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 $ 800.00 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 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 I, the said HENRY HOLMES, 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 I 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, I 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 public notices 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.

I 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 collect out of the net rents actually received by him. I 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 trust and of making said sale, as herein provided, also a reasonable attorney's fees for advice in the premises and for conducting proceedings in any court which may arise out of the execution of this conveyance or the enforcement of said notes, the expenses of any such suit;

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

3d. To the payment of all unpaid notes herein secured, whether due or not, regardless of the priority of any of said notes, or any of the provisions of said property as herein authorized;

4th. The residue, if any, to the payment of HENRY HOLMES, his representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at the time when any of the aforesaid powers and trusts may be required, the lawful owner and holder of said notes, or any of them, may appoint a substitute Trustee by authorized and empowered to name and appoint a successor, or successors, by appointment in writing, to be recorded in the Register's Office of Davidson County, Tennessee, and the title herein conveyed to J. F. BEAKLEY, Trustee, shall be vested in said successor.

Said Trustee shall not be responsible for anything except his own willful misconduct, and shall be entitled to reasonable compensation for his services, and to a settlement in relation to his trusteeship.

In Witness Whereof, We the said E. E.FULGHUM, E. S. FULGHUM AND WIFE JIMMIE MAY FULGHUM and HENRY HOLMES AND WIFE, JESSIE HOLMES have hereunto set our hands at ---- Tennessee, this the 23 day of JANUARY, 1926.

E.E.FULGHUM
E. S.FULGHUM
JIMMIE MAY FULGHUM
HENRY HOLMES
JESSIE HOLMES

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me T. B.BOYD a Notary Public for said County and State, the within named E. E.FULGHUM, E. S.FULGHUM AND WIFE JIMMIE MAY FULGHUM, HENRY HOLMES AND WIFE, JESSIE HOLMES

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

And JIMMIE MAY FULGHUM AND JESSIE HOLMES WIVES of the said E. E.FULGHUM AND HENRY HOLMES having been examined privately and apart from THEIR husband S, the said E.S.FULGHUM AND HENRY HOLMES acknowledged that THEY executed the same for the purposes therein contained, and declared that THEY DID NOT DESIRE TO RETRACT THEREIN.

Witness my hand and official seal at office in Nashville, Tennessee, this 25 day of JANUARY, 1926.

My commission expires the 2 day of JAN. 1927 (SEAL) T. B.BOYD Notary Public

STATE OF TENNESSEE, DAVIDSON COUNTY

Personally appeared before me Notary Public 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 wife of the said having been examined privately and apart from husband, the said acknowledged that executed the same for the purposes therein contained, and declared that DID NOT DESIRE TO RETRACT THEREIN.

Witness my hand and official seal at office in this day of Notary Public

My commission expires the day of

U.S.R.$31.50
REC'D. JAN.26,1926 AT 9:15 A.M.