NUMBER 67959, RECORDED MAY 13,1926, CHAS. M. PRESTON ET UX TO S.C. WILLIS ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of --- SIX THOUSAND ($6,000.00) ---------- DOLLARS of which --- FIVE HUNDRED & 00/100 ($500.00) ---------- DOLLARS has been paid in cash to S.C. WILLIS AND WIFE LOCKIE RANKIN WILLIS the receipt of which is hereby acknowledged, and for the remainder FIVE THOUSAND FIVE HUNDRED ($5,500.00) DOLLARS, the said S.C. WILLIS AND WIFE LOCKIE RANKIN WILLIS ha VE ASSUMED AND AGREED TO PAY ONE (1) NOTE FOR THREE THOUSAND THREE HUNDRED DOLLARS ($3,300.00) DATED JULY 1,1925, AS DESCRIBED INAND SECURED BY A DEED OF TRUST DATED JULY 1, 1925, TO R.W. MCLEMORE TRUSTEE AS OF RECORD IN BOOK NO. 650, PAGE 186, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, WHICH SAID NOTE IS PAYABLE AS FOLLOWS: $150.00 ON JULY 1,1926, $150.00 ON JULY 1,1927, AND $3,000.00 ON JULY 1,1928, WITH INTEREST AT 6% PER ANNUM PAYABLE SEMI-ANNUALLY, (THE INTEREST ON SAID PRINCIPAL SUMS FROM JANUARY 1,1926, TO APRIL 16, 1926, HAVING BEEN PAID BY THE GRANTORS TO THE PURCHASERS HEREIN IN CASH), AND FOR THE REMAINDER SAID S.C. WILLIS AND WIFE LOCKIE RANKIN WILLIS HAVE EXECUTED THEIR SIXTY THREE PROMISSORY NOTES ALL DATED APRIL 16,1926, AND ALL PAYABE TO THE ORDER OF CHAS. M. PRESTON THE FIRST 62 OF SAID NOTES BEING FOR THE SUM OF THIRTY FIVE DOLLARS ($35.00) EACH AND THE 63RD NOTE BEING FOR $30.00 THE FIRST OF SAID 63 NOTES BEING DUE MAY 16,1926, AND THE REMAINING 62 NOTES BING DUE MONTHLY AND CONSECUTIVELY THEREAFTER UNTIL ALL ARE PAID.

all of said notes bearing six per cent interest from date, and providing for payments 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, CHAS. M. PRESTON AND WIFE LENA PRESTON ---------- have this day bargained and sold, and do hereby transfer and convey unto the said S.C. WILLIS AND WIFE LOCKIE RANKIN WILLIS, THEIR ---------- heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF LOT NO. 9 OF BLOCK "G" ON THE PLAN OF EASTWOOD ADDITION AS OF RECORD IN BOOK NO. 332, PAGE 63, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE.

SAID PART OF LOT NO. 9 FRONTS FIFTY (50) FEET ON THE NORTHERLY SIDE OF MAXWELL AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET MORE OR LESS ON THE EASTERN LINE, WITH THE WESTERN MARGIN OF JOHNSON STREET AND 150 FEET MORE OR LESS ON THE WEST LINE TO AN ALLEY.

BIN BEING PART OF THE PROPERTY CONVEYED BY BRANSFORD REALTY CO. TO C.M. PRESTON AND D.L. WHITEHEAD BY DEED DATED FEBRY. 18,1914, AS OF RECORD IN BOOK NO. 422, PAGE 211, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, AND WHICH DEED CONTAINS CERTAIN STIPULATIONS, COVENANTS AND RESTRICTIONS AS TO THE PROPERTY WHICH SAID RESTRICTIONS ARE ASSUMED BY THE PURCHASERS HEREIN.

AND BEING PART OF THE PROPERTY QUIT ~~EX~~ CLAIMED BY EARL WHITEHEAD ADMR. ET AL TO C.M. PRESTON BY DEED DATED AUGUST 16,1924, AS OF RECORD IN BOOK 649, PAGE 118, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

/FOR 1926 WHICH PURCHASERS ASSUME AND AGREE TO PAY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ---------- S.C. WILLIS AND WIFE LOCKIE RANKIN WILLIS, 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. EXCEPT AS HEREIN SET OUT AND BY THE TAXES /

--- WE ---- further covenant and bind OURSELVES, OUR --- heirs and representatives, to warrant and forever defend the title to said real estate to said --- S.C. WILLIS AND WIFE LOCKIE RANKIN WILLIS, 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 S.C. WILLIS AND WIFE LOCKIE RANKIN WILLIS do hereby transfer and convey unto ---------- WILEY C. WILSON ---------- 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 ---- S.C. WILLIS AND WIFE LOCKIE RANKIN WILLIS ----, 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 $5,000.00 --- 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 agrees 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 ---- S.C. WILLIS AND WIFE LOCKIE RANKIN WILLIS ----, 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 of said notes or part thereof WITHIN SIXTY DAYS AFTER 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 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 ---- S.C. WILLIS AND LOCKIE RANKIN WILLIS ----, ---------- 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-matured 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 ---- WILEY C. WILSON ----------, 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 of settlement in relation to his trusteeship.

In Witness Whereof, We, the said ---- CHAS. M. PRESTON AND WIFE LENA PRESTON ---------- and ---- S.C. WILLIS AND WIFE LOCKIE RANKIN WILLIS ---------- hereunto set our hands at ---- NASHVILLE --- Tennessee, this the --- 16TH DAY OF APRIL, ---------- 1926

---- CHAS. M. PRESTON ----------
---- LENA PRESTON ----------
---- S.C. WILLIS, LOCKIE RANKIN WILLIS ----------

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ---- G.A. MYERS ---------- a Notary Public in and for said County and State, the within-named --- CHAS. M. PRESTON AND WIFE LENA PRESTON ----------, the bargainor S., with whom I am personally acquainted, and who acknowledged that --- THEY --- executed the within instrument for the purposes therein contained.

And ---- MRS. LENA PRESTON ---------- WIFE ----------, WX ---- of the said CHAS. M. PRESTON ~~THE SAID MRS LENA PRESTON~~ ---------- having appeared before me privately and apart from HER ---- husband ----, the said CHAS. M. PRESTON THE SAID MRS. LENA PRESTON ----------, 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 --- 16 ---- day of --- APRIL ----------, 1926.

My commission expires on the 4 ---- day of --- APRIL ---------- 1927 --- (SEAL) G.A. MYERS ----------, Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ---- GERTRUDE MCCLELLAN ---------- a Notary Public in and for said County and State, the within-named --- S.C. WILLIS AND WIFE LOCKIE RANKIN WILLIS ----------, the bargainor S., with whom I am personally acquainted, and who acknowledged that THEY ---- executed the within instrument for the purposes therein contained.

And ---- MRS. LOCKIE RANKIN WILLIS ---------- WIFE ---- of the said S.C. WILLIS ---------- having appeared before me privately and apart from HER ---- husband ----, the said S.C. WILLIS, THE SAID MRS. LOCKIE RANKIN WILLIS ----------, 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 --- 19TH --- day of --- APRIL ----------, 1926

My commission expires on the 4TH --- day of --- JANUARY ----, 1927 --- (SEAL) GERTRUDE MCCLELLAN, Notary Public.

REC'D APRIL 20, 1926 AT 2:58 P.M.