INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED FIFTY AND NO/100 ($450.00) DOLLARS of which ONE HUNDRED AND NO/100 ($100.00) DOLLARS has been paid in cash by JAMES KING, ($350.00), the receipt of which is hereby acknowledged, and for the remainder OF THREE HUNDRED FIFTY AND NO/100 / DOLLARS, the said JAMES KING, HAS EXECUTED HIS FOURTEEN PROMISSORY NOTES OF EVEN DATE HEREWITH FOR THE SUM OF TWENTY FIVE AND NO/100 ($25.00) DOLLARS EACH DUE AND PAYABLE MONTHLY WITH INTEREST AT THE RATE OF 6% PER ANNUM WHICH HAS BEEN COMPUTED AND ADDED TO THE FACE OF EACH NOTE THE LARGEST NOTE COMING DUE FIRST, WHICH NOTE AND INTEREST AMOUNTS TO $26.75 AND THE OTHERS DECREASING 12½ CENTS EACH NOTE PER MONTH, ALL OF SAID NOTES ARE MADE PAYABLE TO THE ORDER OF WILLIS PORCH AND WIFE MATTIE LOUISE PORCH AND THE FIRST NOTE FALLS DUE ON APRIL 20TH 1926, AND THE OTHERS ONE EACH ON THE 20TH DAYS OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID.

COPY OF RELEASE BOOK NO. 192 PAGE NO. 371 R.O.D.C., TENN.

all of said notes 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, WILLIS PORCH AND HIS WIFE MATTIE LOUISE PORCH have this day bargained and sold, and do hereby transfer and convey unto the said JAMES KING, HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 4 OF A.V. JONES SUBDIVISION OF BLOCKS, 2, 4, ETC. OF JONES AND DUDLEY'S ADDITION TO NASHVILLE, A PLAN OF SAID SUBDIVISION IS OF RECORD IN BOOK 57, PAGE 147 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN. SAID LOT NO. 4 FRONTS 50 FEET ON THE SOUTH SIDE OF SUMMIT AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO WILLIS PORCH BY DEED FROM JACOB WOODSON AND WIFE SEPPIE G. WOODSON WHICH IS A MATTER OF RECORD IN BOOK 600, PAGE 576, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES KING, HIS 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 JAMES KING, 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 ____ in hand paid, WE, the said WILLIS PORCH AND WIFE MATTIE LOUISE PORCH AND JAMES KING do hereby transfer and convey unto J.D. CANTRELL, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I, the said JAMES KING, 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 $500.00 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.

I 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 I 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 of 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 JAMES KING, 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 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, ____ 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.

____ 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. I 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 JAMES KING 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 J.D. CANTRELL, 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 WILLIS PORCH AND WIFE MATTIE LOUISE PORCH and JAMES KING, at NASHVILLE, Tennessee, this the 20TH DAY OF MARCH, 1926.

WILLIS PORCH
MATTIE LOUISE PORCH
JAMES KING

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.D. CANTRELL, a Notary Public in and for said County and State, the within-named WILLIS PORCH AND WIFE MATTIE LOUISE PORCH AND JAMES KING, UNMARRIED the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MATTIE LOUISE PORCH, wife of the said WILLIS PORCH having appeared before me privately and apart from HER husband, the said MATTIE LOUISE PORCH, 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 26 day of MARCH, 1926.

My commission expires on the 29 day of FEB., 1928. (SEAL) J.D. CANTRELL, 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 _____, wife 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.

U.S.R.S.50¢
REC'D MAY 5, 1926 AT 12:04 P.M.