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NUMBER 17996 RECORDED SEPT 10, 1927. S.C.DORRIS TO EMMA RUTH WILHOITE.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SIXTY-TWO HUNDRED FIFTY ($6250.00) AND NO/100 DOLLARS of which FIFTEEN HUNDRED ($1500.00) AND NO/100 DOLLARS has been paid in cash by EMMA RUTH WILHOITE, the receipt of which is hereby acknowledged, and for the remainder PART OF THE SAID EMMA RUTH WILHOITE ASSUMES AND AGREES TO PAY A NOTE IN THE SUM OF $3500.00 XXXXXXX ~~XXXX~~ DATED SEPT.1,1926, PAYABLE $175.00 ON SEPT 1, 1927, 1928, 1929 AND 1930, AND THE BALANCE OF $2800.00 ON SEPT. 1, 1931, BEARING INTEREST FROM DATE AT THE RATE OF 5½% PER ANNUM, PAYABLE SEMI-ANNUALLY, AND SECURED BY DEED OF TRUST EXECUTED BY SIDNEY C. DORRIS TO R.W.MCLEMORE, TRUSTEE, OF RECORD IN BOOK 687, PAGE 146, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND FOR THE REMAINDER THE SAID EMMA RUTH WILHOITE HAS EXECUTED THIRTY-SIX PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF S.C.DORRIS, THE FIRST THIRTY-FIVE OF SAID NOTES BEING IN THE SUM OF $35.00 EACH, AND THE THIRTY -SIXTH AND LAST NOTE BEING IN THE SUM OF $25.00. THE FIRST ONE OF SAID NOTES FALLS DUE OCTOBER 1, 1927, AND THE OTHERS MONTHLY 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. I, S.C.DORRIS, UNMARRIED, have this day bargained and sold, and do hereby transfer and convey, unto the said EMMA RUTH WILHOITE, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF LOT NO. 199 ON THE PLAN OF INGLEWOOD PLACE, AS OF RECORD IN BOOK 332, PAGE 101, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF MCCHESNEY AVENUE AND GREENFIELD AVENUE, EXTENDED, AND RUNNING THENCE WITH THE SOUTH MARGIN OF MCCHESNEY AVENUE, NORTH 85 DEGREES WEST 211 FEET 10 INCHES TO A POINT 50 FEET EAST OFTHE NORTHWEST CORNER OF SAID LOT 199; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID LOT 199, 198 FEET TO THE NORTHWESTERLY MARGIN OF GREENFIELD AVENUE AT A POINT 10½ FEET NORTHEASTERLY FROM THE CORNER OF LOTS 153 AND 199 MEASURED ALONG THE SAID MARGIN OF SAID AVENUE; THENCE WITH THE NORTHWESTERLY MARGIN OF SAID AVENUE, NORTH 45 DEGREES EAST 82½ FEET; THENCE NORTH 55 DEGREES EAST 208 FEET TO THE BEGINNING,CCORDING TO A SURVEY MADE BY W.B.SOUTHGATE, SURVEYOR, ON MAY 4, 1925.

BEING THE SAME PROPERTY CONVEYED TO S.C.DORRIS, BY DEED FROM W.P.CAMP ET AL. OF RECORD IN BOOK 689, PAGE 600, REGISTER'S OFFICE FOR SAID COUNTY.

THIS CONVEYANCE IS MADE TO THE SAID EMMA RUTH WILHOITE SUBJECT TO THE SAME RESTRICTIONS, AND CONDITIONS AS CONTAINED IN DEED FROM INGLEWOOD PARK COMPANY TO S.LIEBERMAN AND A.M.LOVEMAN, OF RECORD IN BOOK 560, PAGE 231, SAID REGISTER'S OFFICE AND IN DEED FROM IRA E.TRAVIS AND WIFE TO CLARK LYNCH AND W.P.CAMP, OF RECORD IN BOOK 674, PAGE 1, SAID REGISTER'S OFFICE.

PURCHASER ASSUMES AND AGREES TO PAY 1927.TAXES.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said EMMA RUTH WILHOITE, HER heirs and assigns, forever. I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said EMMA RUTH WILHOITE HER 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 ME in hand paid I, the said EMMA RUTH WILHOITE do hereby transfer and convey unto W.H.WHITSITT, JR., 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 EMMA RUTH WILHOITE, 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 $5000.00 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 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 EMMA RUTH WILHOITE, shall pay the notes aforesaid when due, accprding 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, 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 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.

I 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. ------ 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.

2nd. 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 EMMA RUTH WILHOITE, HER 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 W.H.WHITSITT, JR., 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 S.C.DORRIS AND EMMA RUTH WILHOITE ~~any~~, hereunto set our hands at NASHVILLE, Tennessee, this the 24 day of AUGUST, 1927.

S.C.DORRIS
EMMA RUTH WILHOITE

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E.B.WALTON, a Notary Public in and for said County and State, the within-named S.C.DORRIS, UNMARRIED, AND EMMA RUTH WILHOITE, UNMARRIED, the bargainor S., with whom I am personally acquainted, and who acknowledged that THEY 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 ~~husband~~, acknowledged the execution of the said instrument to have been done by ~~husband~~ freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 24 day of AUGUST, 1927.

My commission expires on the 8 day of APRIL, 1929. (Seal) E.B.WALTON Notary Public.

REC'D AUG 24, 1927 AT 3.27 P.M.