NUMBER 20884 RECORDED NOV.15, 1927. ANNA FRANCIS ENOCH TO WILLIAM P.WINTER.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of EIGHTY FIVE HUNDRED & NO/100 ($8500.00) DOLLARS of which FIVE HUNDRED & NO/100 ($500.00) DOLLARS has been paid in cash by WILLIAM P.WINTER, the receipt of which is hereby acknowledged, and for the remainder EIGHT THOUSAND & NO/100 ($8000.00) DOLLARS the said WILLIAM P.WINTER HAS ASSUMED A LOAN OF FORTY FIVE HUNDRED & NO/100 ($4500.00) DATED SEPT. 17, 1927 AND DUE TWO HUNDRED FIFTY & NO/100 ($250.00) AT THE END OF THE THIRD YEAR, AND TWO HUNDRED FIFTY & NO/100 ($250.00) DUE THE FOURTH YEAR, AND FOUR THOUSAND & NO/100 ($4,000.00) DUE THE FIFTH YEAR. THE SAID LOAN IS MADE IN FAVOR OF C.A.FOLK & COMPANY, SAME TO BEAR 5½% INTEREST FROM DATE, INTEREST DUE SEMI-ANNUALLY AND FOR THE REMAINDER THE SAID WILLIAM P.WINTER (UNMARRIED) HAS EXECUTED SIXTY SIX PROMISSORY LIEN NOTES, ALL OF THE SAID NOTES ARE IN THE SUM OF FIFTY & NO/100 ($50.00) WITH THE EXCEPTION OF THE FOURTH NOTE, WHICH IS FOR THE SUM OF TWO HUNDRED FIFTY & NO/100 ($250.00) THE FIRST OF THE SAID NOTES BECOMING DUE UPON THE 22ND DAY OF OCTOBER 1927 AND ONE EACH MONTH THEREARTER UNTIL THE HAVE ALL BEEN FULLY 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, ANNA FRANCIS ENOCH AND HUSBAND O.W.ENOCH have this day bargained and sold, and do hereby transfer and convey, unto the said WILLIAM P.WINTER HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY FIFTY (50) FEET OF LOTS NUMBERS 78, 79 AND 80 ON THE MAP OF THE BRANSFORD REALTY COMPANY'S SUBDIVISION OF THE EDGAR JONES HOME PLACE, THE PLAN OF WHICH LOTS IS OF RECORD IN BOOK 421, PAGE 7, OF THE R.O.D.C.TENN. SAID LOT HEREIN CONVEYED FRONTS FIFTY (50) FEET ON ESSEX AVE., AND EXTENDS BACK NORTHWARDLY BETWEEN PARALLEL LINES 170.5 FEET TO THE SOUTHERLY BOUNDARY OF LOT NO. 77 OF SAID SUBDIVISION.

BEING THE SAME PROPERTY CONVEYED BY EUDA GRAY COLES, AND HUSBAND, VAN H.COLES TO ANNA FRANCIS ENOCH BY DEED OF RECORD IN BOOK 769, PAGE 4, R.O.D.C.TENN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WILLIAM P.WINTER, 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 EXCEPT AS HEREIN STATED.

WE further covenant and bind OURSELF, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said WILLIAM P.WINTER 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 WE in hand paid I, the said WILLIAM P.WINTER

do hereby transfer and convey unto JOHN M.MCDONALD, 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 declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and for a sufficient consideration ... Attest: ... Register

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge ... the same in full. This ... day of ..., 1933. Attest: ... Register

I, the said WILLIAM P.WINTER, 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 $7500.00 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 WILLIAM P.WINTER, 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, 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 WITHIN 90 DAYS AFTER ninety 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. 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:

90 DAYS

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 WILLIAM P.WINTER, 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 JOHN M.MCDONALD 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 ANNA FRANCIS ENOCH AND HUSBAND O.W.ENOCH and WILLIAM P.WINTER (UNMARRIED), hereunto set our hands at NASHVILLE, Tennessee, this the 22 day of OCTOBER, 19 27.

ANNA FRANCES ENOCH
O.W.ENOCH
WILLIAM P.WINTER

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, N.B.BLACKFORD, a Notary Public in and for said County and State, the within-named ANNA FRANCIS ENOCH AND HUSBAND O.W.ENOCH AND WILLIAM P.WINTER (UNMARRIED) the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ANNE FRANCIS ENOCH O.W.ENOCH, wife of the said having appeared before me privately and apart from HER husband, the said ANNE FRANCIS ENOCH, 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 22 day of OCTOBER, 19 27.

My commission expires on the 6 day of APRIL, 19 29. (Seal) N.B.BLACKFORD Notary Public.

REC'D OCT 26, 1927 AT 10.05 A.M.