NUMBER 22190 RECORDED DEC 10, 1927. L.M.DUNCAN ET UX TO WALKER L.WHITESIDES, ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND SEVEN HUNDRED ($4700) DOLLARS of which ONE HUNDRED FORTY THREE AND 69/100 DOLLARS has been paid in cash by WALKER L.WHITESIDES AND WIFE BEULAH WHITESIDES, the receipt of which is hereby acknowledged, and for the remainder FOUR THOUSAND FIVE HUNDRED FIFTY SIX AND 31/100 DOLLARS the said WALKER L.WHITESIDES AND WIFE BEULAH WHITESIDES

HAVE ASSUMED FIRST MORTGAGE OR A TRUST DEED TO D.P.WRENNE, TRUSTEE, IN THE SUM OF TWENTY FIVE HUNDRED ($2500.00) DOLLARS, WITH INTEREST AFTER AUGUST 1, 1927 AND HAVE FURTHER ASSUMED THE LAST FORTY-ONE NOTES OF A SERIES OF SIXTY-NINE NOTES DATED MARCH 5, 1925, AND SIGNED BY L.M. DUNCAN AND ENOLA HESTER DUNCAN AND PAYABLE TO W.S.CHAPPELL, AND BEING SECOND LIEN ON THE PROPERTY HEREIN CONVEYED, THE PRINCIPAL OF SAID NOTES BEING $34.00 EACH, BUT THE INTEREST HAS BEEN ADDED TO THE FACE OF THE NOTES AND THE FIRST NOTE, WHICH IS ASSUMED IS FOR $40.99 AND IS DUE AUGUST 1, 1927, MAKING TOTAL PRINCIPAL ASSUMED OF THIS SERIES ONE THOUSAND THREE HUNDRED AND NINETY FOUR DOLLARS ($1394.00) AND FOR THE REMAINDER $662.31 THE SAID WALKER L.WHITESIDES AND WIFE BEULAH WHITESIDES HAVE EXECUTED THEIR THIRTEEN PROMISSORY NOTES DATED JULY 27, 1927., THE FIRST TWELVE OF WHICH ARE FOR FIFTY (50) DOLLARS EACH AND THE LAST OR THIRTEENTH NOTE IS FOR SIXTY TWO DOLLARS AND THIRTY ONE CENTS ($62.31) THE FIRST NOTE BEING DUE JANUARY 1, 1931, AND MONTHLY THEREAFTER, WITH INTEREST FROM DATE.

TAXES PRO RATED TO AUGUST 1, 1927.

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, L.M.DUNCAN AND WIFE ENOLA HESTER DUNCAN

have this day bargained and sold, and do hereby transfer and convey, unto the said WALKER L.WHITESIDES AND WIFE BEULAH WHITESIDES, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE WESTERLY 27.8 FEET OF LOT 167 ON THE PLAN OF VICTORIA PLACE AS OF RECORD IN BOOK NO. 332, PAGE 10, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID WESTERLY PART OF SAID LOT NO. 167 BEGINS AT THE SOUTHWEST CORNER OF FERGUSON AVENUE AND AN ALLEY, BEING THE NORTHWEST CORNER OF SAID LOT NO. 167; RUNNING THENCE WITH THE SOUTHERLY MARGIN OF SAID FERGUSON AVENUE EASTWARDLY 27.8 FEET; THENCE AT RIGHT ANGLES SOUTHWARDLY 140 FEET TO THE NORTHERLY MARGIN OF ANOTHER ALLEY; THENCE WITH THE NORTHERLY MARGIN OF THE LAST MENTIONED ALLEY WESTWARDLY 65.4 FEET TO THE EASTERLY MARGIN OF THE FIRST MENTIONED ALLEY; THENCE WITH THE EASTERLY MARGIN OF SAID ALLEY NORTHWARDLY TO THE BEGINNING.

The 13 Notes described herein having been paid in full, we hereby release the lien retained upon the within described property, held to secure the payment of said notes. This 1st day of Dec. 1930.

Attest: Paul D. Kinney Deputy Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WALKER L. WHITESIDES AND WIFE BEULAH WHITESIDES, 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 BY DEED OF TRUST TO D.P.WRENNE, TR., TO SECURE NOTE OF $2500.00 OF RECORD IN BOOK 604, PAGE 372,.

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said WALKER L. WHITESIDES AND BEULAH WHITESIDES,. 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 WALKER L.WHITESIDES AND BEULAH WHITESIDES

do hereby transfer and convey unto W.S.CHAPPELL, 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 WALKER L.WHITESIDES AND WIFE BEULAH WHITESIDES, 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 $4000.00 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 WALKER L.WHITESIDES, 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 promptly 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.

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 WALKER L.WHITESIDES & BEULAH WHITESIDES, THEIR 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 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 L.M.DUNCAN AND WIFE ENOLA HESTER DUNCAN and WALKER L.WHITESIDES AND BEULAH WHITESIDES, hereunto set our hands at ~~Tennessee~~, this the 27 day of JULY, 1927.

L.M.DUNCAN
ENOLA HESTER DUNCAN
WALKER L.WHITESIDES
BEULAH WHITESIDES

~~ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.~~

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, R.D.COOPER, a Notary Public in and for said County and State, the within-named WALKER L.WHITESIDES AND WIFE BEULAH WHITESIDES

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

And BEULAH WHITESIDES, wife of the said WALKER L. WHITESIDES

having appeared before me privately and apart from HER husband, the said BEULAH WHITESIDES, 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 6TH day of AUGUST. 1927.

My commission expires on the 6 day of FEB. 1929. (Seal) R.D.COOPER Notary Public.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF FLORIDA,
DADE COUNTY.

PERSONALLY APPEARED BEFORE, ~~ME~~, MARY V.MARRS, A NOTARY PUBLIC IN AND FOR SAID COUNTY, AND STATE, THE WITHIN NAMED L. M.DUNCAN AND WIFE ENOLA HESTER DUNCAN, THE BARGAINORS WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGE THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

AND ENOLA HESTER DUNCAN WIFE OF THE SAID L.M.DUNCAN HAVING APPEARED BEFORE ME, PRIVATELY AND APART FROM HER HUSBAND, THE SAID ENOLA HESTER DUNCAN 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 MIAMI FLORIDA, THIS 27TH DAY OF JULY, 1927.

(SEAL) MARY V.MARRS, NOTARY PUBLIC.
NOTARY PUBLIC FOR THE STATE OF FLORIDA AT LARGE.
MY COMMISSION EXPIRES JULY 7, 1930.

REC'D NOV. 29, 1927 AT 10.43 A.M.