NO. 25923 RECORDED MARCH 9, 1928. LOULA HOLT ET ALS TO JAMES ORINN SIMPKINS ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY FOUR HUNDRED ($2400.00) DOLLARS of which SIX HUNDRED ($600.00) DOLLARS has been paid in cash by (OR ITS EQUIVALENT ACCEPTED AS CASH) BY JAMES ORINN SIMPKINS AND WIFE CATHERINE V.SIMPKINS, the receipt of which is hereby acknowledged, and for the remainder EIGHTEEN HUNDRED ($1800.00) DOLLARS the said JAMES ORINN SIMPKINS AND WIFE CATHERINE V.SIMPKINS HAVE ASSUMED AND AGREED TO PAY A MORTGAGE NOTE IN THE SUM OF $600.00, THE MATURITY OF WHICH HAS BEEN EXTENDED TO DECEMBER 4, 1927, AND IS SECURED BY LIEN RETAINED IN DEED OF TRUST EXECUTED BY JAMES ORVAN SIMPKINS AND WIFE TO THOMAS H.WARREN, TRUSTEE, OF RECORD IN BOOK NO.___ PAGE___ R.O.D.C.TENNESSEE; AND THE SAID JAMES ORINN SIMPKINS AND WIFE HAVE EXECUTED THEIR TWELVE (12) JOINT PROMISSORY LIEN NOTES IN THE SUM OF $100.00 EACH, BEARING DATE OF OCTOBER 22, 1927, FOUR OF WHICH ARE MADE PAYABLE TO MRS. LOULA HOLT AND ARE DUE JUNE 1, 1928, AND JUNE 1, 1929, JUNE 1, 1930, AND JUNE 1, 1931, RESPECTIVELY; FOUR OF WHICH ARE MADE PAYABLE TO CLIFFORD F.SIMPKINS AND ARE DUE JUNE 1, 1928, JUNE 1, 1929, JUNE 1, 1930, AND JUNE 1, 1931, AND FOUR OF WHICH ARE MADE PAYABLE TO LILLIE D.SIMPKINS AND ARE DUE JUNE 1, 1928, JUNE 1, 1929, JUNE 1, 1930, AND JUNE 1, 1931, RESPECTIVELY. SAID NOTES DO NOT BEAR ANY INTEREST UNTIL AFTER MATURITY.

MATURITY

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, LOULA HOLT, FORMERLY LOULA SIMPKINS, AND HUSBAND WILL HOLT, CLIFFORD F.SIMPKINS AND WIFE HELEN SIMPKINS AND LILLIE D.SIMPKINS UNMARRIED have this day bargained and sold, and do hereby transfer and convey, unto the said JAMES ORINN SIMPKINS AND WIFE CATHERINE V.SIMPKINS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LAND IN THE 13TH, OLD 25TH, CIVIL DISTRICT OF DAVIDSON COUNTY TENNESSEE, DESCRIBED AS FOLLOWS: BEGINNING IN THE CENTER OF SULPHUR CREEK, IN THE SOUTH BOUNDARY LINE OF JAMES M.SIMPKINS TRACTS OF LAND AND RUNS WEST 87 POLES TO A BEECH; THENCE NORTH 2¾ DEGREES W. 40 POLES TO A BEECH; THENCE WEST 46 POLES TO A HICKORY; THENCE SOUTH 2 DEGREES W. 13¾ POLES TO A STAKE IN THE CENTER OF BACK CREEK ROAD; THENCE WITH SAID ROAD NORTH 70¼ DEGREES E. 12 POLES; THENCE NORTH 81½ DEGREES E. 16 POLES; THENCE S. 88 DEGREES E. 19 POLES; THENCE NORTH 83 DEGREES E. 14 POLES; THENCE NORTH 70 DEGREES E. 19 POLES; THENCE NORTH 84½ DEGREES E. 36 POLES TO A STAKE IN THE CENTER OF SULPHUR CREEK; THENCE NORTH WITH MEANDER OF SAID CREEK 9½ DEGREES E. 14 POLES; THENCE N. 2½ DEGREES E. 27 POLES; THENCE N. 31½ DEGREES E. 12 POLES; THENCE N. 11½ DEGREES W. 8 POLES; THENCE NORTH 46¾ DEGREES W. 9 POLES; THENCE NORTH 48 DEGREES EAST 18½ POLES TO THE BEGINNING, CONTAINING 74 ACRES AND 116 POLES, MORE OR LESS, AND BEING THE SAME PROPERTY WHICH WAS CONVEYED TO JAMES ORVAN SIMPKINS BY WARRANTY DEED FROM JAMES M. SIMPKINS AND WIFE HATTIE S.SIMPKINS, SAID DEED BEARING DATE OF DECEMBER 10, 1904, AND OF RECORD IN BOOK NO. 302, PAGE 375, REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE.

THE SAID JAMES ORVAN SIMPKINS DIED WITHOUT LEAVING A WILL ON MAY 22, 1925, AND LEFT SURVIVING HIM HIS WIDOW AND THE FOLLOWING CHILDREN: JAMES ORINN SIMPKINS, CLIFFORD F.SIMPKINS, AND LILLIE D.SIMPKINS. THE SAID JAMES ORVAN SIMPKINS' WIDOW WHOSE NAME WAS LOULA SIMPKINS IS NOW MARRIED TO WILL HOLT.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES ORINN SIMPKINS AND WIFE CATHERINE V.SIMPKINS, 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 MENTIONED.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JAMES ORINN SIMPKINS AND WIFE CATHERINE V.SIMPKINS, 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 JAMES ORINN SIMPKINS AND WIFE CATHERINE V.SIMPKINS do hereby transfer and convey unto GEO.M.CRAFT, 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 JAMES ORINN SIMPKINS AND WIFE CATHERINE V. SIMPKINS, 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 $ ---------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 JAMES ORINN SIMPKINS AND WIFE CATHERINE V.SIMPKINS, 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 JAMES ORINN SIMPKINS AND WIFE CATHERINE V.SIMPKINS 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 GEO.M.CRAFT 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 LOULA HOLT AND HUSBAND WILL HOLT, CLIFFORD F.SIMPKINS AND WIFE ~~and~~ HELEN SIMPKINS, AND LILLIE D.SIMPKINS, AND JAMES ORINN SIMPKINS AND WIFE, CATHERINE V.SIMPKINS, hereunto set our hands at NASHVILLE, Tennessee, this the 22ND day of OCTOBER, 1927.

MRS. LOULA HOLT — JAMES ORINN SIMPKINS
WILL HOLT — LILLIE D.SIMPKINS
CLIFFORD F.SIMPKINS — CATHERINE V.SIMPKINS
MRS. HELEN SIMPKINS

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, BAXTER CATO, a Notary Public in and for said County and State, the within-named LOULA HOLT, FORMERLY LOULA SIMPKINS, AND HUSBAND WILL HOLT; CLIFFORD F.SIMPKINS AND WIFE HELEN SIMPKINS; LILLIE D.SIMPKINS, UNMARRIED, AND JAMES ORINN SIMPKINS AND WIFE CATHERINE V.SIMPKINS, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LOULA HOLT, HELEN SIMPKINS AND CATHERINE V.SIMPKINS, wi VES of the said WILL HOLT, CLIFFORD F.SIMPKINS AND JAMES ORINN SIMPKINS having appeared before me privately and apart from THEIR husband S, the said LOULA HOLT, HELEN SIMPKINS AND CATHERINE V.SIMPKINS, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 11TH day of FEBRUARY, 1928.

My commission expires on the 1ST day of JAN, 1931. (Seal) BAXTER CATO Notary Public.

RECD FEB/ MARCH 1, 1928 AT 11.15 A.M.