NO. 58830 RECORDED MAY 1, 1930. E.F.HERR ET UX TO SARAH O.WHITFIELD.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND & 00/100 DOLLARS
of which FIVE HUNDRED & 00/100 DOLLARS has been paid in cash by
SARA OWEN WHITFIELD, , the receipt of which is hereby acknowledged, and for the remainder
FIFTEEN HUNDRED & 00/100 DOLLARS
the said SARA OWEN WHITFIELD HEREBY ASSUMES AND AGREES TO PAY A NOTE IN THE SUM OF $500.00 EXECUTED BY E.F.HERR AND WIFE, ON JUNE 8, 1927, PAYABLE TO THE ORDER OF THE COMMERCE UNION BANK ON JUNE 8, 1930 WITH INTEREST FROM DATE AT 6% PER ANNUM, PAYABLE SEMI-ANNUALLY UNTIL THE MATURITY AND PAYMENT OF THE SAID PRINCIPAL NOTE, THE PAYMENT OF SAID NOTE WITH INTEREST BEING SECURED BY DEED OF TRUST TO CHARLES F. LOVELL, TRUSTEE, OF RECORD IN BOOK 744, PAGE 61, R.O.D.C., TENNESSEE AND FOR THE REMAINDER OF $1000.00, THE SAID SARA OWEN WHITFIELD HAS EXECUTED AND DELIVERED HER 50 PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF E.F.HERR, FIRST ONE OF SAID NOTES FALLING DUE 30 DAYS FROM DATE OF THIS DEED AND ONE ON THE SAME DAY OF EACH SUBSEQUENT MONTH THEREAFTER UNTIL ALL ARE PAID IN FULL; THE INTEREST HAS BEEN COMPUTED AND ADDED TO THE FACE OF EACH NOTE MAKING THE FIRST NOTE FOR THE SUM OF $25.00 AND DECREASING THEREAFTER 10¢ EACH MONTH UNTIL ALL ARE PAID.

I certify that I am the true and lawful keeper of the City seal, and that the foregoing impression is a true and perfect image of the seal affixed to the instrument within
Witness my hand this 29 day of April 1930
Attest: [illegible] DEPUTY REGISTER

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 OF MATURITY.

WE, E.F.HERR AND WIFE, JOHN WILLIAMS HERR,

have this day bargained and sold, and do hereby transfer and convey, unto the said SARA OWEN WHITFIELD, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LAND IN DAVIDSON COUNTY, TENNESSEE, AND BEING LOT NO.56 ON THE PLAN OF BRANSFORD REALTY COMPANY'S SUBDIVISION OF WESTMORELAND PLACE, AS OF RECORD IN BOOK 421, PAGE 15, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO.56 FRONTS 75 FEET ON THE NORTHERLY SIDE OF SUNSET AVE., AND RUNS BACK BETWEEN PARALLEL LINES, WITH THE WESTERLY MARGIN OF 29TH AVE., SOUTH, 200 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO E.F.HERR BY DEED FROM BETTIE MORRIS AND HUSBAND, OF RECORD IN BOOK 712, PAGE 714, R.O.D.C.TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said SARA OWEN WHITFIELD, , -- 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 FOR 1929 TAXES WHICH PURCHASER ASSUMES.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said SARA OWEN WHITFIELD 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 US in hand paid I, the said SARA OWEN WHITFIELD,

do hereby transfer and convey unto LAURA A.CLUTINGER, 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 SARA OWEN WHITFIELD, 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.

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 SARA OWEN WHITFIELD, 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 SIXTY DAYS 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. 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.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. 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 SARA OWEN WHITFIELD, 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 LAURA A.CLUTINGER 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 SARA OWEN WHITFIELD & WHITFIELD and E.F.HERR AND JOHN WILLIAMS HERR, , hereunto set our hands at NASHVILLE, Tennessee, this the 27 day of NOVEMBER, 19 29.

E.F.HERR
JOHN WILLIAMS HERR
MRS.SARA OWEN WHITFIELD
N.B.WHITFIELD

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.
STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WILLIAMSON TYLER BERRY, a Notary Public in and for said County and State, the within-named SARA OWEN WHITFIELD, the bargainor, with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

And SARA OWEN WHITFIELD, wi FE of the said ---, having appeared before me privately and apart from HER husband, the said SARA OWEN WHITFIELD, 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 --, Tennessee, this 27 day of NOV. , 19 29.
My commission expires on the 20 day of JANUARY, 19 31. (Seal)
TYLER BERRY
Notary Public.

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STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.L.COOKSEY, a Notary Public in and for said County and State, the within-named E.F.HERR AND WIFE JOHN WILLIAMS HERR AND M.B.WHITFIELD, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And JOHN WILLIAMS HERR E.F.HERR, wi FE of the said, having appeared before me privately and apart from HER husband, the said JOHN WILLIAMS HERR, 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 - - -, Tennessee, this 2ND day of DEC. , 19 29.
My commission expires on the 10TH day of APRIL, 1932. (Seal)
J.L.COOKSEY
Notary Public.

RECD APRIL 29, 1930 AT 9.43 A.M.