NO. 50783 RECORDED NOV 1, 1929. T. CULLOM HARRIS ET UX TO THOMAS J. WINTERS ET UX.

# INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED AND NO/100 ($300.00) DOLLARS
of which TWENTY-FIVE AND NO/100 ($25.00) DOLLARS has been paid in cash by
THOMAS J. WINTERS AND WIFE, LILLIAN MAE WINTERS, , the receipt of which is hereby acknowledged, and for the remainder
TWO HUNDRED SEVENTY-FIVE AND NO/100 ($275.00) DOLLARS
the said THOMAS J. WINTERS AND WIFE, LILLIAN MAE WINTERS,

HAVE EXECUTED THEIR 27 JOINT LIEN NOTES OF EVEN DATE HEREWITH PAYABLE MONTHLY AFTER DATE TO THE ORDER OF DR. T. C. HARRIS, THE FIRST 26 OF SAID NOTES ARE FOR THE SUM OF- 10.00 EACH AND THE 27TH NOTE FOR $15.00. THE INTEREST HAS BEEN COMPUTED, AVERAGED, AND ADDED TO THE FACE OF EACH NOTE.

a[illegible]; and to secure the payment of said notes, principal and interest[illegible] a lien is expressly retained on the land herein conveyed

WE, T. CULLOM HARRIS AND WIFE, JENNIE LEE HARRIS,
have this day bargained and sold, and do hereby transfer and convey, unto the said
THOMAS J. WINTERS AND WIFE LILLIAN MAE WINTERS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: -

BEING A PART OF THE SOUTHERLY 150 FEET OF BLOCK 15 ON THE PLAN OF THE REALTY SAVINGS BANK & TRUST COMPANY'S REVISED PLAN OF THE WEST EXTENSION OF CHARLOTTE PARK COMPANY'S FIRST ADDITION, AS OF RECORD IN BOOK NO. 421, PAGE 18, R.O.D.C. TENN., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY SIDE OF FOURTH AVENUE, NOW DAKOTA AVE., 160 FEET WEST OF THE NORTHWEST CORNER OF SAID DAKOTA AVE. AND 52ND AVE. N., FORMERLY ELEVENTH STREET, AND EXTENDING 50 FEET WEST TO A POINT; THENCE NORTHWARDLY 150 FEET TO AN ALLEY; THENCE EASTWARDLY ON SAID ALLEY 50 FEET TO A POINT; THENCE SOUTHWARDLY 150 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE PROPERTY CONVEYED TO T. CULLOM HARRIS AND WIFE, BY DEED OF GOODLOE COCKRILL AND AND WIFE, WH ICH IS OF RECORD IN BOOK NO.___, PAGE NO.___, R.O.D.C. TENN. TO WHICH REFERENCE IS HERE MADE.

THIS TRANSFER IS MADE SUBJECT TO THE FOLLOWING RESTRICTIONS: IMPROVEMENTS ON THE DWELLING ON SAID PROPERTY TO THE AMOUNT OF $1200.00 MUST BE MADE WITHIN FOUR YEARS OR THE PRESENT DWELLING MUST BE MOVED AT LEAST 100 FEET BACK FROM DAKOTA AVE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said THOMAS J. WINTERS AND WIFE, LILLIAN MAE WINTERS, 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

WE further covenant and bind OURSELVES, OUR, heirs and representatives, to warrant and forever defend the title to said real estate to said THOMAS J. WINTERS AND WIFE, LILLIAN MAE WINTERS, 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 THOMAS J. WINTERS AND WIFE, LILLIAN MAE WINTERS,

do hereby transfer and convey unto R.L. KENNEDY, 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 THOMAS J. WINTERS AND WIFE, LILLIAN MAE WINTERS, , 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 $ 500.00 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 THOMAS J. WINTERS AND WIFE, LILLIAN MAE WINTERS, , 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.

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 THOMAS J. WINTERS AND WIFE, L.M. WINTERS, 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. R.L. KENNEDY,

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 T. CULLOM HARRIS AND WIFE, JENNIE LEE HARRIS, and THOMAS J. WINTERS AND WIFE, LILLIAN MAE WINTERS, , hereunto set our hands at NASHVILLE, Tennessee, this the 19TH day of APRIL, 1928.

T. CULLOM HARRIS
JENNIE LEE HARRIS
THOMAS J. WINTERS
LILLIAN MAE WINTERS.

ACK BEFORE N P
STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE V. STEPHENS, , a Notary Public in and for said County and State, the within-named T. CULLOM HARRIS AND WIFE, JENNIE LEE HARRIS, AND THOMAS J. WINTERS AND WIFE, LILLIAN MAE WINTERS, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And JENNIE LEE HARRIS AND LILLIAN MAE WINTERS, , wi VES of the said T. CULLOM HARRIS AND THOMAS J. WINTERS, having appeared before me privately and apart from THEIR husband S, the said JENNIE LEE HARRIS AND LILLIAN MAE WINTERS, , 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 19TH day of MAY, 1928.

My commission expires on the 17 day of OCTOBER, 1931. (Seal) LOUISE V. STEPHENS, Notary Public.

RECD SEPT 26, 1929 AT 1.44 P M