NO. 65311 RECORDED OCT. 9, 1930. T. H. WILHOITE TO A. T. SLEDGE.

A.T. F.H.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $1150.00 ELEVEN HUNDRED FIFTY & 00/100 - - DOLLARS of which ONE HUNDRED FIFTY & 00/100 - - - - DOLLARS has been paid in cash by A. T. SLEDGE & WIFE ALMA SLEDGE, , receipt of which is hereby acknowledged, and for the remainder ONE THOUSAND & 00/100 - - - - - DOLLARS the said A. T. SLEDGE & WIFE ALMA SLEDGE

HAVE ASSUMED ONE NOTE OF $250.00 DUE DEC. 21ST, 1932 AS OF RECORD IN BOOK ___, PAGE ___ R.O. D. C. TENN. AND FOR A FURTHER CONSIDERATION SAID A. T. SLEDGE AND WIFE ALMA SLEDGE HAVE EXECUTED 36 NOTES OF $10.00 EACH PAYABLE MONTHLY, FIRST OF SAID NOTES FALLS DUE OCT. 10TH, 1930 AND ONE EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL OF SAID NOTES ARE PAID.

SAID A. T. SLEDGE AND WIFE HAVE ALSO EXECUTED ONE NOTE OF $390.00 DUE 3 YEARS FROM DATE OF THIS DEED, WITH INTEREST PAYABLE SEMI-ANNUALLY

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 11th day of October, 1930

Attest: J. L. Davis DEPUTY REGISTER

F. H. Wheeler

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, T. H. WILHOITE AND WIFE, EMMA M. WILHOITE have this day bargained and sold, and do hereby transfer and convey, unto the said A. T. SLEDGE AND WIFE ALMA SLEDGE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A CERTAIN TRACT OR PARCEL OF LAND LYING IN THE 12TH DISTRICT OF DAVIDSON COUNTY AND ON THE NORTH SIDE OF MAPLEWOOD LANE AND IS DESCRIBED AS FOLLOWS. BEING LOT NO. 2 ON AN UN-RECORDED PLAN OF SUBDIVISION OF A 20 ACRE TRACT CONVEYED TO T. H. WILHOITE BY SUE S. CLOYD BY DEED RECORDED IN BOOK 682, PAGE 798 R.O.D.C. TENN. CONTAINING 5 ACRES DESCRIBED AS FOLLOWS :

BEGINNING AT A POINT IN THE CENTER OF MAPLEWOOD LANE IN THE SOUTH BOUNDARY LINE OF THE SAID ORIGINAL 20 ACRE TRACT, SAID POINT BEING 2612 FT. WESTERLY ALONG THE CENTER OF SAID MAPLEWOOD LANE FROM THE S.E. CORNER OF THE ORIGINAL TRACT RUNNING THENCE N. 3° E. 1667 FT. TO A STAKE IN THE NORTH BOUNDARY LINE OF THE SAID ORIGINAL 20 ACRE TRACT S. 86° E. 130.6 FT. TO A STAKE THE N. E. CORNER OF SAID LOT NO. 2 HEREIN DESCRIBED. SAID POINT BEING ALSO THE N.W. CORNER OF LOT NO. 1 IN THE SUBXXXXXXXXX OF 20 ACRE TRACT, THENCE WITH THE DIVIDING LINE BETWEEN LOT NO. 2 HEREUN DESCRIBED AND OF LOT NO. 1 S. 3° W. 1667 FT. TO CENTER MAPLEWOOD LANE THE S. W. CORNER DOT NO. 1 AND S. E. CORNER OF LOT NO. 2 IN SUB. OF SAID 20 ACRE TRACT THENCE WITH CENTER OF MAPLEWOOD LANE NO. 86° W. 130.6 FT. TO BEGINNING CONTAINING 5 ACRES

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said A. T. SLEDGE & WIFE ALMA SLEDGE , 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 A. T. SLEDGE & WIFE ALMA SLEDGE, 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 ME in hand paid WE , the said T. H. WILHOITE & WIFE EMMA M. WILHOITE AND A. T. SLEDGE AND WIFE ALMA SLEDGE do hereby transfer and convey unto F. N. WHEELER , 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 A. T. SLEDGE & WIFE ALMA SLEDGE , 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 A. T. SLEDGE & WIFE ALMA SLEDGE , 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 one 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 A. T. SLEDGE & WIFE ALMA SLEDGE 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 F. H. WHEELER 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 T. H. WILHOITE & WIFE EMMA M. WILHOITE and A. T. SLEDGE & WIFE ALMA SLEDGE , hereunto set our hands at NASHVILLE , Tennessee, this the 10 day of SEPT. ,19 30.

T. H WILHOITE
EMMA M. WILHOITE
A. T. SLEDGE
ALMA SLEDGE

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J. L. WADE , a Notary Public in and for said County and State, the within-named T. H. WILHOITE & WIFE EMMA M. WILHOITE AND A. T. SLEDGE & WIFE ALMA SLEDGE the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And EMMA M. WILHOITE & ALMA SLEDGE , wi VES of the said T. H. WILHOITE & A. T. SLEDGE having appeared before me privately and apart from THEIR husband S , the said EMMA M. WILHOITE & ALMA SLEDGE , 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 8TH day of OCT. , 1930.
My commission expires on the 11TH day of APRIL , 1931. (Seal) J. L. WADE Notary Public.

RECEIVED OCT. 8, 1930, AT 10:50 A. M.

STATE OF TENNESSEE, DAVIDSON COUNTY.

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

And , wi of the said having appeared before me privately and apart from husband , the said , acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal at , Tennessee, this day of , 19
My commission expires on the day of , 19 . (Seal) Notary Public.