NO. 69057 RECORDED JAN. 24, 1931 THOS. G. LAHART ET UX TO NANNIE P. PORTER

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of 500 - DOLLARS
of which FIFTY DOLLARS has been paid in cash by
NANNIE P. PORTER , receipt of which is hereby acknowledged, and for the remainder
450 DOLLARS
the said NANNIE P. PORTER HAS EXECUTED HER 18 PROMISSORY NOTES DATED JAN. 23, 1931 FOR $25.00 EACH, THE FIRST NOTE DUE ONE MONTH AFTER DATE, AND THE OTHERS DUE MONTHLY THEREAFTER IN SUCCESSION.

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 12 day of Jan 1942
E. W. Lahart
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 WE, THOS. G. LAHART AND WIFE, EVIE MAI LAHART

have this day bargained and sold, and do hereby transfer and convey, unto the said NANNIE P. PORTER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

IT BEING THE NORTHERLY PART OF LOT NO. (5) FIVE IN THE PLAN OF A SUBDIVISION OF LOTS, NOS. 389 & 390 EWING AND WETMORE'S ADDITION, AS OF RECORD IN BOOK 843, PAGE 32, REGITSERS OFFICE OF DAVIDSON COUNTY, TENN.: BEGINNING AT AN IRON PIN THE SOUTHEAST CORNER OF BASS STREET AND RIDLEY AVENUE, IN NASHVILLE TENN., RUNNING THENCE EASTERLY WITH THE SOUTHERLY MARGIN OF BASS STREET 31 FEET AND 6 INCHES;; THENCE CONTINUING EASTWARDLY WITH THE SOUTH MARGIN OF BASS STREET 39 FEET TO AN IRON PIN, BEING THE ORIGINAL CORNERS OF LOTS 390 & 391, THENCE SOUTHWARDLY WITH THE LINE BETWEEN SAID TWO LOTS 68 FEET TO THE NORTHEAST CORNER OF A PART OF SAID LOT NO. 5 CONVEYED BY THOS. G. LAHART & WIFE TO ROBERT SHEARON AND WIFE BY DEED OF RECORD IN BOOK 869 PAGE 332 OF SAID REGISTERS OFFICE; THENCE WESTWARDLY WITH SAID SHEARONS NORTH LINE AND PARALLEL WITH THE LINE BETWEEN LOTS NOS. 4 AND 5 - 67 FEET MORE OR LESS TO THE EASTERLY MARGIN OF RIDLEY AVE., THENCE NORTHWARDLY WITH THE EASTERLY MARGIN OF RIDLEY AVE., 64 FEET TO THE BEGINNING; BEING PART OF THE SAME ROPERTY CONVEYED TO US THOS. G. LAHART BY R. LUNN & WIFE NOV. 6, 1923 BY DEED OF RECORD IN BOOK 638 PAGE 230 R. O. D. C. REFERENCE TO WHICH IS HEREBY MADE BEING ALL OF SAID LOT 5 EXCEPT A STRIP 4 FEET WIDE OFF THE NORTH END OF IT.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said NANNIE P. PORTER HER , heirs and assigns, forever, WE covenant that WE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered. SAVE FOR ALL TAXES FOR 1931 WHICH THE CONVEYEE AGREES TO PAY.

WE further covenant and bind OURSELVES heirs and representatives, to warrant and forever defend the title to said real estate to said NANNIE P. PORTER 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 ME in hand paid I , the said NANNIE P. PORTER

do hereby transfer and convey unto R. W. BRATTON , 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 NANNIE P. PORTER , 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 NANNIE P. PORTER , 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 THREE 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, IF I 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 sotuh 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 NANNIE P. PORTER 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 R. W. BRATTON 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 THOS. G. LAHART AND WIFE EVIE MAI LAHART and NANNIE P. PORTER , hereunto set our hands at NASHVILLE , Tennessee, this the 23 day of JAN. ,19 31.

THOS. G. LAHART
EVA MAI LAHART

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MRS. MARIE R. BALLS a Notary Public in and for said County and State, the within-named THOS. G. LAHART & WIFE EVA MAI LAHART AND NANNIE P. PORTER (UNMARRIED) the bargainor , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And EVA MAI LAHART , wi FE of the said THOS. G. LAHART having appeared before me privately and apart from HER husband , the said EVA MAI LAHART , 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 23 day of JAN. , 19 31.

My commission expires on the 14 day of APRIL , 1931. (Seal)
MRS. MARIE R. BALLS Notary Public.

RECEIVED JAN. 23, 1931 AT 2; 35 P. 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.