NO. 95856 RECORDED MARCH 8, 1930. WILLIAM MEEKS ET UX TO ANDREW WITHERSPOON ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND ($1000.00) DOLLARS
of which ONE HUNDRED ($100.00) DOLLARS has been paid in cash by
ANDREW WITHERSPOON AND WIFE MARY WITHERSPOON, receipt of which is hereby acknowledged, and for the remainder
NINE HUNDRED ($900.00) DOLLARS
the said ANDREW WITHERSPOON AND WIFE, MARY WITHERSPOON,
HAVE EXECUTED THEIR SEVENTY-FIVE (75) JOINT PROMISSORY NOTES IN THE PRINCIPAL SUM OF $12.00, EACH, BEARING DATE OF FEBRUARY 1, 1930, AND PAYABLE TO THE ORDER OF WILLIAM MEEKS AND LUCY MEEKS. INTEREST AT THE RATE OF SIX PER CENT PER ANNUM FROM FEBRUARY 1, 1930, UPON THE ENTIRE UNPAID SERIES OF SAID NOTES HAS BEEN CALCULATED AND ADDED INTO THE FACE OF EACH NOTE, MAKING THE FIRST NOTE $16.50 AND THE OTHERS $4 LESS THAN THE PRECEDING NOTE, THE LAST, OR 75TH NOTE, BEING IN THE SUM OF $12.06. THE FIRST ONE OF SAID NOTES IS DUE AND PAYABLE ON OR BEFORE MARCH 1, 1930, AND THE OTHERS ONE ON OR BEFORE THE 1ST DAY OF EACH SUCCEEDING MONTH THEREAFTER.

I declare that I am the true owner of the within debt or claim and that the same is just and due; that no agreement has been made whereby any discount has been allowed or payment made other than as indorsed hereon; that I am not indebted to any person whatever on account thereof, and that I am not acting in collusion with any person to cheat or defraud any person, persons, company or corporation of any debt or claim; and that I am not the holder of the within note or account for the purpose of bringing suit thereon in the name of another, but am the bona fide owner thereof.

Affiant

Sworn to and subscribed before me this 6th day of Feb. 1930.

Notary Public

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, WILLIAM MEEKS AND WIFE LUCY MEEKS,

have this day bargained and sold, and do hereby transfer and convey, unto the said

ANDREW WITHERSPOON AND WIFE MARY WITHERSPOON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. FOUR (4) IN ROTH'S SUBDIVISION OF LOT NO. 22, IN BOYD MCNAIRY'S PLAN OF LOTS, A PLAN OF WHICH SUBDIVISION IS OF RECORD IN BOOK NO. 57, PAGE 147, REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE. SAID LOT NO. FOUR (4) FRONTS FIFTY (50) FEET ON THE EASTERLY SIDE OF 28TH AVENUE NORTH FORMERLY BARROW STREET, AND EXTENDS BACK EASTERLY BETWEEN PARALLEL LINES 116 FEET TO AN ALLEY.

THIS IS THE SAME PROPERTY WHICH WAS CONVEYED TO WILLIAM MEEKS AND WIFE LUCY MEEKS BY WARRANTY DEED FROM DAVIS-COCHRILL-FINEGAN REAL ESTATE COMPANY, SAID DEED BEARING DATE OF JANUARY 2, 1926, AND OF RECORD IN BOOK NO. 472, PAGE 459, REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE.

THE PURCHASERS ASSUME AND AGREE TO PAY CITY AND STATE AND COUNTY TAXES ON THE ABOVE DESCRIBED PROPERTY FOR THE YEAR 1930.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ANDREW WITHERSPOON AND WIFE MARY WITHERSPOON, 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, heirs and representatives, to warrant and forever defend the title to said real estate to said ANDREW WITHERSPOON AND WIFE, MARY WITHERSPOON, 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 ANDREW WITHERSPOON AND WIFE, MARY WITHERSPOON,

do hereby transfer and convey unto WALKER GILL, 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 ANDREW WITHERSPOON AND WIFE, MARY WITHERSPOON, do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company to the amount for at least the sum of $ 1000.00 until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies issued therefor 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 one 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 same as expended as part of the indebtedness secured and it shall bear interest from the date of such payment.

Now, if WE, the said ANDREW WITHERSPOON AND WIFE, MARY WITHERSPOON, 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 fail 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, home stead, 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. OR WITHIN THIRTY DAYS THEREAFTER

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 ANDREW WITHERSPOON AND WIFE, MARY WITHERSPOON, 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 WALKER GILL, 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 WILLIAM MEEKS AND WIFE, LUCY MEEKS, and ANDREW WITHERSPOON AND WIFE MARY WITHERSPOON, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of FEBRUARY, 19 30.

WILLIAM MEEKS
LUCY MEEKS
ANDREW WITHERSPOON
MARY WITHERSPOON

ACK BEFORE N P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, BAXTER CATO, a Notary Public in and for said County and State, the within-named WILLIAM MEEKS AND WIFE, LUCY MEEKS, AND ANDREW WITHERSPOON AND WIFE, MARY WITHERSPOON, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LUCY MEEKS AND MARY WITHERSPOON, WIVES of the said WILLIAM MEEKS AND ANDREW WITHERSPOON having appeared before me privately and apart from THEIR husband S, the said LUCY MEEKS AND MARY WITHERSPOON, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbands, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 6TH day of FEBRUARY, 1930

My commission expires on the 1ST day of JANUARY, 19 31. (Seal) BAXTER CATO
Notary Public.

RECD FEB 14, 1930 AT 2:58 P M