NO. 62191 RECORDED JULY 21, 1930. GEORGIE S.GARNER TO D.WHITTAKER ET AL.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWELVE HUNDRED ($1200.00) DOLLARS
of which ONE HUNDRED AND NINETY-FIVE ($195.00) DOLLARS has been paid in cash by
DRUCELLA WHITTAKER AND DAUGHTER, MAURICE WHITTAKER, receipt of which is hereby acknowledged, and for the remainder
AMOUNTING TO THE SUM OF TEN HUNDRED AND FIVE ($1005.00) DOLLARS
the said DRUCELLA WHITTAKER AND MAURICE WHITTAKER,
HAVE ASSUMED THE PAYMENT OF A NOTE OF THE UNDERSIGNED GEORGIE S.GARNER FOR $650.00 DATED DECEMBER 5TH, 1924, AND PAYABLE TO THE ORDER OF THOMAS W. WRENNE & COMPANY, THE PAYMENT OF WHICH NOTE, WITH SEMI-ANNUAL INTEREST NOTES, IS SECURED BY A DEED OF TRUST EXECUTED BY THE UNDERSIGNED GEORGIE S.GARNER CONVEYING TO D.P.WRENNE,JR., TRUSTEE, THE PROPERTY HEREINAFTER DESCRIBED, WHICH DEED OF TRUST IS RECORDED IN BOOK NO.646, PAGE 259, IN THE REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE, AND THE SAID DRUCELLA WHITTAKER AND MAURICE WHITTAKER HEREBY AGREE TO PAY INTEREST ON SAID NOTE FROM THE DATE OF THIS INSTRUMENT UNTIL PAID, AND FOR THE BALANCE OF SAID CONSIDERATION, THE SAID DRUCELLA WHITTAKER AND MAURICE WHITTAKER HAVE EXECUTED AND DELIVERED TO THE UNDERSIGNED GEORGIE S.GARNER, TWENTY-THREE NOTES FOR $15.00 EACH AND ONE NOTE FOR $10.00, ALL OF EVEN DATE HEREWITH AND PAYABLE MONTHLY BEGINNING OCTOBER 1, 1930;

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

I, GEORGIE S.GARNER, A WIDOW,

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

DRUCELLA WHITTAKER AND MAURICE WHITTAKER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY 38 FEET OF LOT NO.251 ON THE PLAN OF BOYD HOME TRACT, AS OF RECORD IN BOOK NO.21, PAGE 39, IN THE REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE. SAID EASTERLY PART OF SAID LOT NO.251 FRONTS THIRTY-EIGHT (38) FEET ON THE NORTHERLY SIDE OF PATTERSON STREET, AND EXTENDS BACK BETWEEN PARALLEL LINES, ONE HUNDRED AND SEVENTY (170) FEET TO AN ALLEY. ON SAID LOT THERE IS A FRAME DWELLING KNOWN AS CITY NUMBER 1808 PATTERSON STREET, AND BEING THE SAME PROPERTY CONVEYED TO THE UNDERSIGNED GEORGIE S.GARNER, BY DEED OF MRS. JANE KENNEDY, RECORDED IN BOOK NO.645, PAGE 144, IN SAID REGISTERS OFFICE.

The 23 Notes due ... for $15.00 each, as described herein, having been paid in full to ... hereby ... day of ... 193... Attest: ... By ... Deputy Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said

DRUCELLA WHITTAKER AND MAURICE WHITTAKER, THEIR, heirs and assigns, forever, I DO covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered. EXCEPT AS RECITED.

I DO further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said DRUCELLA WHITTAKER AND MAURICE WHITTAKER, 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 DRUCELLA WHITTAKER AND MAURICE WHITTAKER,

do hereby transfer and convey unto D.P.WRENNE,JR., Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE, the said DRUCELLA WHITTAKER AND MAURICE WHITTAKER, 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 agree 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 DRUCELLA WHITTAKER AND MAURICE WHITTAKER, 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 DRUCELLA WHITTAKER AND MAURICE WHITTAKER, 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 D.P. WRENNE,JR., 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 GEORGIE S.GARNER,
and DRUCELLA WHITTAKER AND MAURICE WHITTAKER, hereunto set our hands
at NASHVILLE, Tennessee, this the 17TH day of JUNE, 1930.

MRS.GEORGIA S.GARNER
DRUCELLA WHITTAKER
MAURICE WHITTAKER

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF ~~TENNESSEE~~ ALABAMA, MADISON COUNTY.

Personally appeared before me, KATHRYN KEY, a Notary Public in and for said County and State, the within-named GEORGIA S.GARNER, WIDOW, the bargainor, with whom I am personally acquainted, and who acknowledged that SHE 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 HUNTSVILLE, ALA., ~~Tennessee~~, this 18TH day of JUNE, 1930
My commission expires on the 19 day of APRIL, 1933. (Seal) KATHRYN KEY, Notary Public.

STATE OF TENNESSEE,
DAVIDSON COUNTY.

PERSONALLY APPEARED BEFORE ME, W.H.ODEN, A NOTARY PUBLIC IN AND FOR SAID COUNTY, THE WITHIN NAMED DRUCELLA WHITTAKER AND MAURICE WHITAKER, THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND SEAL OF OFFICE, AT NASHVILLE, TENN., THIS 20 DAY OF JUNE, 1930.

COM.EX. JULY 12, 1932. (SEAL) W.H.ODEN, NOTARY PUBLIC.

RECD JULY 21, 1930 AT 8.40 A.M.