NO. 68369 RECORDED JAN. 5, 1931, AT E. E. FULGHUM ET ALS. TO OSCAR OWEN, ET ALS, TRS.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of NINE HUNDRED ($900.00) DOLLARS
of which ONE HUNDRED AND SEVENTY EIGHT ($178.00) DOLLARS has been paid in cash by
---, receipt of which is hereby acknowledged, and for the remainder
SEVEN HUNDRED TWENTY TWO ($722.00) DOLLARS
the said TRUSTEES, OSCAR OWEN, JERMA KETON, AND CHARLIE MERRITT, HAVE EXECUTED TWELVE NOTES OF EVEN DATE HEREWITH, THE FIRST TWO NOTES ARE FOR $61.00 EACH, AND THE LAST TWELVE NOTES ARE FOR $50.00 EACH. THE FIRST ONE OF SAID NOTES MATURES 90 DAYS AFTER DATE AND EACH OF THE REMAINING NOTES MATURES AT INTERVALS OF 90 DAYS UNTIL ALL MATURE; ALL OF THESE NOTES ARE PAYABLE TO THE ORDER OF E. E. FULGHUM AND E. S. FULGHUM

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, E.E. FULGHUM, UNMARRIED, AND E.S. FULGHUM AND WIFE, JIMMIE FULGHUM

have this day bargained and sold, and do hereby transfer and convey, unto the said OSCAR OWEN, JERMA KETON, AND CHARLIE, MERRITT, TRUSTEES OF MOUNT HOPEWELL BAPTIST CHURCH, THEIR SUCCESSORS and assigns, certain real estate in Davidson County, Tennessee, as follows:

A LOT OF LAND IN THE 3RD, FORMERLY THE 2ND CIVIL DISTRICT OF DAVIDSON COUNTY, TENN. IN THE VILLAGE OF MCWHIRTERSVILLE, DESCRIBED AS FOLLOWS: BEGINNING AT WHAT WAS FORMERLY E. P. WHITWORTH'S N. W. CORNER AND BLAIR'S S. E. CORNER; THENCE WITH SAID WHITWORTH'S NORTH LINE EASTERLY SIXTEEN (16) POLES TO WHAT WAS FORMERLY HOGGATT'S WEST LINE; THENCE WITH SAID LINE NORTHERLY ONE HUNDRED TWENTY SIX (126) FEET, MORE OR LESS, TO THE SOUTH LINE OF THE HOLMES TRACT; THENCE WESTERLY WITH HOLMES SOUTH LINE FIFTEEN AND ONE HALF (15½) POLES, MORE OR LESS, TO BLAIR'S EAST LINE; THENCE WITH BLAIR'S EAST LINE, ONE HUNDRED TWENTY SIX (126) FEET, MORE OR LESS, TO THE POINT OF BEGINNING; AND BEING THE SOUTHERLY PART OF THE PROPERTY CONVEYED TO E. E. FULGHUM BY DEED OF JOSEPH R. WEST, CLERK AND MASTER, OF RECORD IN BOOK 668, PAGE 35, R.O.D.C. TENN

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said OSCAR OWEN, JERMA KELTON AND CHARLIE MERRITT, TRUSTEES, AS AFORESAID, THEIR SUCCESSORS 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 OSCAR OWEN, JERMA KELTON AND CHARLIE MERRITT, TRUSTEES AS AFORESAID, AND THEIR SUCCESSORS 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 THEM in hand paid ---, the said OSCAR OWEN, JERMA KELTON AND CHARLIE MERRITT, TRUSTEES AFORESAID do hereby transfer and convey unto E. E. FULGHUM, 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 TRUSTEES AFORESAID, 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 TRUSTEES AFORESAID, 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 OSCAR OWEN, JERMA KELTON AND CHARLIE MERRITT, TRUSTEES, THEIR representatives or assigns OR SUCCESSORS.

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 E. E. FULGHUM 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 E.E. FULGHUM, E. S. FULGHUM AND WIFE JIMMIE FULGHUM and OSCAR OWEN, JERMA KELTON AND CHARLIE MERRITT, hereunto set our hands at DONELSON, Tennessee, this the --- day of DECEMBER, 1926.

CHARLIE HIS X MARK MERRITT — E. E. FULGHUM
WITNESS: W. B. MARR — E. S. FULGHUM
JIMMIE FULGHUM
JERMA KILTON
OSCAR OWEN

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, T. B. BOYD, a Notary Public in and for said County and State, the within-named E. E. FULGHUM, E.S. FULGHUM AND WIFE, JIMMIE FULGHUM AND OSCAR OWEN, JERMA KILTON AND CHARLIE MERRITT, TRUSTEES, A.B.C. HOLMS, WILEY EDDINGS, HORTENSE OWENS the bargainor--, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And JIMMIE FULGHUM, WIFE of the said E. S. FULGHUM having appeared before me privately and apart from HER husband, the said JIMMIE FULGHUM, 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 DONELSON, Tennessee, this 29 day of DECEMBER XXXX 1926.
My commission expires on the 6 day of DEC., 1930. XXXXX. (Seal) T. B. BOYD
Notary Public.

RECEIVED JAN. 3, 1931, AT 11:55 A. M.