WE , the said H.F. HARRIS, JR.,AND WIFE THELMA B. HARRIS , 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 $ 3000.00 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 said 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 therein, the same to bear interest from the date of such payment.

Now, if WE , the said H.F. HARRIS, JR., AND WIFE, THELMA B. HARRIS , 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 H.F. HARRIS JR AND WIFE THELMA B. HARRIS 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-maturing 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 J. WESLEY BROOKS, 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 MAGGIE WILCOX AND NERNIE FITCH

and H.F. HARRIS, JR., AND WIFE THELMA B. HARRIS , hereunto set our hands at NASHVILLE , Tennessee, this the 9TH day of DECEMBER , 1935 .

MRS. MAGGIE WILCOX
VERNIE FITCH
H.F. HARRIS JR
THELMA B. HARRIS

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOSEPH N.DAWSON , a Notary Public in and for said County and State, the within named MAGGIE WILCOX A WIDOW, AND NERNIE FITCH , AN UNMARRIED WOMAN AND H.F. HARRIS, JR. AND WIFE THELMA B. HARRIS with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And THELMA B. HARRIS WIFE , of the said H.F. HARRIS, JR

having appeared before me privately and apart from HER husband , the said THELMA B.HARRIS , 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 17TH day of DECEMBER , 1935

My commission expires---

(Seal) JOSEPH N. DAWSON
Notary Public.

U.S.R.S. $.50¢

REC'D DEC 19,1935 AT 3:45 P.M.

NUMBER 65199 RECORDED DEC 20,1935 FLOYD H.ADAMS ET UX TO L.S. RITTER JR ET UX

SMITH MARSHALL & KEDGE CO. NASHVILLE

INSTALLMENT DEED

989

FOR AND IN CONSIDERATION of the sum of TWENTY FOUR HUNDRED SEVENTY AND NO/100 ($2470.00) DOLLARS of which FOUR HUNDRED AND NO/100 ($400.00) DOLLARS has been paid in cash by L.S. RITTER JR AND WIFE, CARRIE HART RITTER , receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND SEVENTY AND NO/100 ($2.070.00) DOLLARS the said L.S. RITTER, JR AND WIFE CARRIE HART RITTER, HAVE ASSUMED AND AGREES TO PAY A CERTAIN MORTGAGE OR DEED OF TRUST, EXECUTED BY HERBERT P. STRACK AND WIFE LOLA STRACK TO E.E. MURREY,TRUSTEE OF RECORD IN BOOK 761, PAGE 241, REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE, MADE TO SECURE THE PAYMENT OF A CERTAIN NOTE WHICH HAS BEEN REDUCED TO EIGHTEEN HUNDRED THIRTY AND NO/100 ($1830.00) DOLLARS, AND FOR THE BALANCE OF TWO HUNDRED FORTY AND NO/100 ($240.00)DOLLARS THE SAID L.S. RITTER, JR AND WIFE CARRIE HART RITTER HAVE EXECUTED SIXTEEN (16) JOINT PROMISSORY NOTES FOR THE SUM OF FIFTEEN AND NO/100 ($15.00) EACH, PAYABLE TO THE ORDER OF FLOYD H.ADAMS, AND DUE MONTHLY BEGINNING FEBRUARY 1ST, 1936, WITH INTEREST AT 5½% FROM DATE, AND BEARING EVEN DATE WITH THIS CONVEYANCE,

all of said notes bearing six per cent interest from date, and providing for payment 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, FLOYD H. ADAMS, AND WIFE ELIZABETH V. ADAMS

have this day bargained and sold, and do hereby transfer and convey, unto the said L.S. RITTER JR AND WIFE CARRIE HART RITTER,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.418 ON THE MAP OF THE RICHLAND REALTY COMPANY'S SUBDIVISION "C" AS OF RECORD IN BOOK NO.421, PAGE 31, REGISTER'S OFFICE FOR SAID COUNTY.
SAID LOT NO.418 FRONTS 70 FEET ON THE EASTERLY SIDE OF HARVARD AVENUE AND RUNS BACK 250 FEET TO AN ALLEY, AND SHOWS 50 FEET ON SAID ALLEY.
BEING THE SAME PROPERTY CONVEYED TO FLOYD H.ADAMS BY DEED FROM HERBERT P.STRACK AND WIFE LOLA STRACK OF RECORD IN BOOK 982, PAGE 367,REGISTER'S OFFICE, DAVIDSON COUNTY,TENNESSEE.
PURCHASER ASSUMES AND AGREES TO PAY ALL TAXES FOR THE YEAR 1936.
AND IN ADDITION TO THE COVENANTS AND AGREEMENTS HEREINAFTER EXPRESSED THE SAID L.S.RITTER JR AND WIFE CARRIE HART RITTER FURTHER COVENANT AND AGREE THAT IN CASE OF DEFAULT IN THE TERMS, CONDITIONS OR PAYMENTS PROVIDED FOR IN SAID MORTGAGE OR DEED OF TRUST OF RECORD IN BOOK 761, PAGE 241, R.O.D.C.TENN., ABOVE MENTIONED, THEN THE HOLDER OF THE INDEBTEDNESS EVIDENCED BY THE ABOVE DESCRIBED MONTHLY NOTES MAY AT HIS OPTION AND WITHOUT NOTICE ADVANCE SUCH SUM OR SUMS AS MAY BE DUE UNDER THE TERMS OF SAID FIRST MORTGAGE OR DEED OF TRUST FOR INTEREST, TAXES, PENALTIES, COSTS, INSURANCE PREMIUM OR WHICH MAY BECOME NECESSARY FOR THE PROTECTION OF THE MORTGAGE DEBT; AND THE LIEN OF THIS DEED SHALL STAND AS SECURITY THEREFOR, AND ANY AMOUNT SO ADVANCED OR PAID THEREFOR SHALL BE COLLECTIBLE FROM SAID L.S. RITTER, JR AND WIFE, CARRIE HART RITTER WITH INTEREST AT 6%, PER ANNUM, IN THE SAME MANNER AS THE BALANCE OF THE SERIES OF MONTHLY NOTES HEREBY SECURED,AND IN CASE OF DEFAULT IN ANY OF THE TERMS, CONDITIONS OR PAYMENTS PROVIDED IN SAID FIRST MORTGAGE OR DEED OF TRUST, THEN THE HOLDER OF UNPAID MONTHLY NOTES, MAY AT HIS OPTION AND WITHOUT NOTICE DECLARE THE ENTIRE INDEBTEDNESS IMMEDIATELY DUE AND PAYABLE, AND THE PROPERTY FORECLOSED AS HEREINAFTER PROVIDED.
THIS CONVEYANCE IS MADE SUBJECT TO THE RESTRICTIONS SET OUT IN THE DEED FROM RICHLAND REALTY CO., TO R.F. TYLER OF RECORD IN BOOK 422, PAGE 207, R.O.D.C.,TENNESSEE, TO WHICH REFERENCE IS HERE MADE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said L.S.RITTER JR AND WIFE CARRIE HART RITTER,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 unencumbered. Except as herein stated WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said L.S. RITTER, JR AND WIFE CARRIE HART RITTER,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 L.S. RITTER JR AND WIFE CARRIE HART RITTER, do hereby transfer and convey unto ALVIN F. VINCENT, , 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.

Filed for record this the 27 day of Dec 1935 at 3:45 P.M. and duly recorded in Book 1938, page [illegible] of the Register's Office for Davidson County, Tennessee. I hereby certify that this instrument was filed for record and is a true and correct copy of the original as the same appears of record in my office. Witness my hand and official seal this the 27 day of Dec 1935. A. Rust DEPUTY REGISTER

I, FLOYD H. ADAMS, do hereby certify that I am the true and lawful holder of the claim secured by the instrument within and that the amount of the lien to secure the same is fully paid and satisfied. This the 27 day of Dec 1935.