WE , the said L.S. RITTER JR AND WIFE CARRIE HART RITTER , 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 $ 2,000.00 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 L.S. RITTER JR AND WIFE CARRIE HART RITTER , 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 WITHIN 30 DAYS AFTER 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 L.S. RITTER JR AND WIFE CARRIE HART RITTER, 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-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 ALVIN F. VINCENT 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 FLOYD H.ADAMS AND WIFE ELIZABETH V. ADAMS

and L.S. RITTER JR AND WIFE CARRIE HART RITTER , hereunto set our hands at NASHVILLE , Tennessee, this the 13TH day of DECEMBER , 193 5.

FLOYD H.ADAMS
ELIZABETH V. ADAMS
L.S. RITTER JR
CARRIE HART RITTER

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.L. WHITAKER , a Notary Public in and for said County and State, the within named FLOYD H.ADAMS AND WIFE ELIZABETH V. ADAMS, AND L.S. RITTER, JR AND WIFE CARRIE HART RITTER, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ELIZABETH . ADAMS AND CARRIE HART RITTER WIVES , of the said FLOYD H.ADAMS AND L.S. RITTER, JR having appeared before me privately and apart from THEIR husbands, the said ELIZABETH V. ADAMS AND CARRIE HART RITTER , 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 19TH day of DEC , 193 5

My commission expires OCT 7, 1939

(Seal) W.L. WHITAKER
Notary Public.

U.S.R.S. $1.00
REC'D DEC 19,1935 AT 2:45 P.M.

NUMBER 65183 RECORDED DEC 20,1935 PEARL J. ELLIS ET AL TO PERRY UNDERWOOD ET UX

30079 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

989

FOR AND IN CONSIDERATION of the sum of TWELVE HUNDRED FIFTY & NO/100 ($1,250.00) DOLLARS of which TWENTY & NO/100 ($20.00) DOLLARS has been paid in cash by PERRY UNDERWOOD AND WIFE, ORA UNDERWOOD , receipt of which is hereby acknowledged, and for the remainder TWELVE HUNDRED THIRTY & NO/100 ($1,230.00) DOLLARS the said PERRY UNDERWOOD AND WIFE ORA UNDERWOOD HAVE ASSUMED ONE CERTAIN LIEN NOTE OF $450.00 WITH INTEREST AT SIX PER CENT, SAID NOTE MATURING ON THE 25TH DAY OF MAY, 1938, IN FAVOR OF WILSON THOMPSON; AND FOR THE REMAINDNG BALANCE OF SEVEN HUNDRED EIGHTY & NO/100 ($780.00) DOLLARS WITH INTEREST AT SIX PER CENT PER ANNUM THE SAID PERRY UNDERWOOD AND WIFE,ORA UNDERWOOD HAVE EXECUTED THEIR FIFTY-TWO (52) NOTES IN THE SUM OF SEVENTEEN & NO/100 ($17.00) DOLLARS EACH WITH INTEREST AFTER MATURITY, PAYABLE MONTHLY BEGINNXXXX ONE MONTH AFTER DATE AND CONTINUING ONE EACH ON THE SAME DAY OF EACH SUCCEEDING MONTH UNTIL ALL ARE PAID IN FULL. THE SAID 52 NOTES ARE IN THE PRINCIPAL SUM OF $15.00 WITH INTEREST COMPUTED ON THE REMAINING UNPAID BALANCE, EQUALIZED AND ADDED TO THE FACE OF EACH NOTE MAKING SAME TO READ $17.00 EACH.

THE 52 MONTHLY NOTES BEAR INTEREST AT 6% AFTER MATURITY

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

WE, PEARL J.ELLIS AND HUSBAND C.C. ELLIS

have this day bargained and sold, and do hereby transfer and convey, unto the said PERRY UNDERWOOD AND WIFE. ORA UNDERWOOD, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS O.P & Q ON THE MAP OF W.P. READY'S SUBDIVISION OF THE THORNTON TRACT, AS OF RECORD IN BOOK 161, PAGE 157, REGISTER'S OFFICE FOR SAID COUNTY.
SAID LOT O FRONTS 310 FEET ON THE NORTH SIDE OF SHANNON AVENUE, AND RUNS BACK BETWEEN LINES 423 FEET ON THE EAST LINE ALONG THE WEST LINE OF LOT P ON SAID PLAN AND 520 FEET ON THE WEST LINE ALONG THE EAST LINE OF COMMERCE AVENUE, TO A POINT IN THE SAME.
LOT P FRONTS 320 FEET ON THE NORTH SIDE OF SHANNON AVENUE, AND RUNS BACK BETWEEN LINES 544 FEET ON THE EAST LINE ALONG THE WEST LINE OF LOTQ AND 423 FEET ON THE WEST LINE ALONG THE EAST LINE OF LOT O TO A POINT IN THE EAST LINE OF COMMERCE AVENUE, THE NORTH LINE OF SAID LOT P BEING THE SOUTH LINE OF LAWRENCE AVENUE, ON WHICH IT FRONTS 320 FEET.
LOT Q FRONTS 320 FEET ON THE NORTH SIDE OF SHANNON AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 544 FEET TO THE SOUTH LINE OF LAWRENCE AVENUE.
SAID LOTS O.P. & Q CONTAIN 9.4 ACRES, MORE OR LESS.
BEING THE SAME PROPERTY CONVEYED TO PEARL J. ELLIS FROM THE FIRST NATIONAL BANK OF CHICAGO ET ALS BY DEED OF RECORD IN BOOK__ PAGE__, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said PERRY UNDERWOOD AND WIFE, ORA UNDERWOOD 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 AND TAXES FOR 1935 WHICH PURCHASERS ASSUME.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said PERRY UNDERWOOD AND WIFE, ORA UNDERWOOD, 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 PERRY UNDERWOOD AND WIFE ORA UNDERWOOD

do hereby transfer and convey unto J.P. ELLIS , 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.