I , the said S.H.SIMPSON, , 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 $ 1000.00 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.

I 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 I 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 I , the said S.H.SIMPSON AND WIFE, , 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 I 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, & IF I 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.

I 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. I 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 S.H.SIMPSON, HIS 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 ROBERT LUSK, 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 ROBERT LUSK & WIFE, BINNIE BRIGGS LUSK, and S.H.SIMPSON, at NASHVILLE, Tennessee, this the 26TH day of DEC. , 1935., hereunto set our hands.

ROBERT LUSK
BINNIE BRIGGS LUSK
S.H.SIMPSON

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JNO.W.NOLAN, a Notary Public in and for said County and State, the within named ROBERT LUSK AND WIFE, BINNIE BRIGGS LUSK AND S.H.SIMPSON, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And BINNIE BRIGGS LUSK, WIFE of the said ROBERT LUSK, having appeared before me privately and apart from HER husband, the said BINNIE BRIGGS LUSK, 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 30 day of DECEMBER, 1935.

My commission expires FEB.8, 1936.

(Seal) JNO.W.NOLAN, Notary Public.

U.S.R.S. $2.00.

RECD DEC. 30, 1935 AT 1:01 P M

20079 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

989

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND & NO/100 ($5000.00) DOLLARS of which NINETEEN HUNDRED, TWENTY-FIVE & NO/100 ($1925.00) DOLLARS has been paid in ~~cash by~~ TRANSFER OF OTHER PROPERTY BY J.HERBY CHAFFIN,THE, receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND, SEVENTY-FIVE & NO/100 ($3075.00) DOLLARS the said J.HERBY CHAFFIN,

HAS ASSUMED AND AGREES TO PAY A NOTE IN THE SUM OF TWO THOUSAND & NO/100 ($2000.) DOLLARS, TOGETHER WITH INTEREST ON SAME FROM THIS DATE, HELD BY THE COMMERCE UNION BANK, DATED NOVEMBER 9, 1935, AND FALLING DUE NOV.9, 1937, BEARING 6% INTEREST PER ANNUM, PAYABLE SEMI-ANNUALLY, SAID NOTE SECURED IN TRUST DEED OF RECORD IN BOOK 934, PAGE 203, R.O.D.C.,TENN.- AND FOR THE BALANCE ($1075.00) THE SAID J.HERBY CHAFFIN HAS EXECUTED HIS 39 LIEN MONTHLY PROMISSORY NOTES, OF EVEN DATE HEREWITH, 38 FOR THE PRINCIPAL SUM OF $28.00 EACH, AND ONE FOR $11.00, LARGEST NOTE FIRST BEING FOR $33.38, AND THE OTHERS FOR AN AMOUNT .14 CENTS LESS THAN THE PRECEEDING NOTE, EXCEPT THE LAST NOTE BEING FOR $11.06, FIRST OF SAID NOTES FALLING DUE JANUARY 9, 1936, AND THE OTHERS MONTHLY AND CONSECUTIVELY THEREAFTER UNTIL ALL MATURE, AND NONE OF SAID NOTES BEARING INTEREST EXCEPT AFTER MATURITY THE INTEREST HAVING BEEN COMPUTED AND ADDED INTO THE FACE OF EACH AND EVERY NOTE, SAID NOTES ARE PAYABLE TO THE ORDER OF LILLIAN OVERBY TUNE, -

Lillian Overby Tune

e.T.Fox

...the within and foregoing deed of trust, and the lien secured by the instrument within ...and hereby acknowledge the satisfaction thereof and discharge of the lien to secure ...is paid in full this 17 day of Dec., 1936

...Notary Public

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, LILLIAN OVERBY TUNE AND HUSBAND, W.C.TUNE,

have this day bargained and sold, and do hereby transfer and convey, unto the said J.HERBY CHAFFIN, HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEGINNING AT A POINT 1.66 FEET SOUTH OF A POST, AT THE SOUTHEAST CORNER OF THE FRONT YARD OF H.T.ARNOLD'S HOUSE ON THE WEST SIDE OF WOFFORD AVENUE; RUNNING THENCE SOUTH 1¼° WEST 311 FEET TO A STAKE, 1 FOOT NORTH OF A SMALL HACKBERRY TREE; THENCE NORTH 86½° WEST 1281' FEET TO THE CENTER OF A DEEP GULLY OR BRANCH (THIS LAST IS THE SOUTHERN BOUNDARY OF THE PROPERTY, AND IS NOW THE CENTER OF A 50 FOOT WIDE, OPEN AND MACADAMIZED ROAD OR STREET, KNOWN AS CLEVELAND STREET); THENCE ALONG THE CENTER OF SAID BRANCH NORTH 20½° EAST 313 FEET TO A POINT ON A LINE 1.66 FEET SOUTH OF THE SOUTHWEST CORNER OF SAID ARNOLD'S FRONT YARD; THENCE SOUTH 86½° EAST 930 FEET TO A POINT; THENCE SOUTH 89° EAST 280 FEET TO THE BEGINNING.

AND BEING THE SAME PROPERTY CONVEYED TO LILLIAN OVERBY TUNE BY DEED FROM O.B.HOFSTETTER, TRUSTEE, DATED NOV.9, 1935, AND RECORDED IN BOOK 986, PAGE 151, R.O.D.C.TENN.,- AND IS SUBJECT TO AN EASEMENT IN 14/100 OF AN ACRE, WHICH EASEMENT IS FULLY SET FORTH IN AN INSTRUMENT OF WRITING EXECUTED BY J.W.MCCONNEL TO DAVIDSON COUNTY, TENNESSEE OF RECORD IN BOOK 452, PAGE 571, OF SAID REGISTERS OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J.HERBY CHAFFIN, HIS heirs and assigns, forever, I, LILLIAN OVERBY TUNE, 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 unencumbered. EXCEPT AS HEREINBEFORE SET OUT, & 1935 STATE & COUNTY TAXES WHICH THE GRANTEE ASSUMES & AGREES TO PAY. I, LILLIAN OVERBY TUNE, further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said J.HERBY CHAFFIN, HIS 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 J.HERBY CHAFFIN AND WIFE, MARIE WARD CHAFFIN, do hereby transfer and convey unto O.B.HOFSTETTER, 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.