WE , the said EVELYN W.TODD AND HUSBAND, L.L.TODD, , 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 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 EVELYN W.TODD AND HUSBAND, L.L.TODD, , 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 EVELYN W.TODD, HER 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 CHAS.NELSON, PRESIDENT AND HIS SUCCESSORS AS AFORESAID 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~~ NASHVILLE TRUST COMPANY, A CORPORATION AS AFORESAID HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS, AND ITS CORPORATE SEAL TO BE ~~and~~ AFFIXED, AND EVELYN W.TODD AND HUSBAND, L.L.TODD, , hereunto set our hands at NASHVILLE, , Tennessee, this the 7TH. day of MAY, , 1936..

(SEAL) NASHVILLE TRUST COMPANY,
BY CHAS.NELSON,
PRESIDENT.

ATTEST: W.W.MCNEILLY,
SECRETARY.

MRS.EVELYN W.TODD
L.L.TODD

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RUTH F.WILLIAMS, , a Notary Public in and for said County and State, the within named EVELYN W.TODD AND HUSBAND, L.L.TODD, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And EVELYN W.TODD, ,WIFE of the said L.L.TODD, having appeared before me privately and apart from HER husband , the said EVELYN W.TODD, , 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 28TH day of MAY, , 1936.

My commission expires OCTOBER 31ST.1939.

(Seal)... RUTH F.WILLIAMS,
Notary Public.

CORPORATE ACKNOWLEDGMENT FORM
STATE OF TENNESSEE,
COUNTY OF DAVIDSON.

BEFORE ME, RUTH F.WILLIAMS, A NOTARY PUBLIC IN AND FOR THE COUNTY AND AFORESAID, PERSONALLY APPEARED CHAS.NELSON, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO, UPON OATH, ACKNOWLEDGED HIMSELF TO BE THE PRESIDENT OF THE NASHVILLE TRUST COMPANY THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH PRESIDENT BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS PRESIDENT.

AND ALSO PERSONALLY APPEARED W.W.MCNEILLY, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH ACKNOWLEDGED HIMSELF TO BE SECRETARY OF THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH SECRETARY BEING AUTHORIZED SO TO DO, AFFIXED THE SEAL OF THE SAID CORPORATION TO THE FOREGOING INSTRUMENT TO EXECUTE THE SAME FOR THE PURPOSE THEREIN CONTAINED, AND THAT HE ATTESTED THE SAME AS SUCH OFFICER OF SAID CORPORATION; AND THAT THE SEAL THERETO AFFIXED IS THE GENUINE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND SEAL AT OFFICE IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, THIS THE 27TH DAY OF MAY, 1936.

MY COM.EX. OCTOBER 31ST, 1939.

(SEAL) RUTH F.WILLIAMS,
NOTARY PUBLIC.

U.S.R.S. $1.00.
RECD MAY 29, 1936 AT 3:45 P M

BOOTH MARSHALL & GREER CO. NASHVILLE

INSTALLMENT DEED

989

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND & FIFTY & NO/100 DOLLARS of which FOUR HUNDRED & NO/100 DOLLARS has been paid in cash by ROBERT S.BROWN AND WIFE, FRANCES PHILPOT BROWN, THE, receipt of which is hereby acknowledged, and for the remainder of SIXTEEN HUNDRED & FIFTY ($1650.00) & NO/100 DOLLARS the said ROBERT S.BROWN AND WIFE, FRANCES PHILPOT BROWN,

I declare that I am the true and lawful holder of the claim secured by the instrument recorded, and hereby acknowledge it to be satisfaction thereof and discharge of the lien to secure the same in full. This 27th day of May 1939
Attest: W.W.McNeilly Secretary

HAVE ASSUMED AND AGREED TO PAY THE REMAINING $1100.00 OF A NOTE ORIGINALLY AMOUNTING TO THE SUM OF $1200.00, DATED OCTOBER 26TH., 1934, PAYABLE TO THE ORDER OF THE METHODIST BENEVOLENT ASSOCIATION, MATURING AS FOLLOWS: $100.00 DUE OCTOBER 26TH., 1936 AND $1000.00 DUE OCTOBER 26TH 1937. SAID NOTE BEARS INTEREST AT THE RATE OF 6% PER ANNUM, PAYABLE SEMI-ANNUALLY AND IS SECURED IN A DEED OF TRUST TO NOAH W.COOPER, TR. OF RECORD IN BOOK 938, PAGE 361, R.O.D.C. TENNESSEE. THE SAID ROBERT S.BROWN AND WIFE, FRANCES PHILPOT BROWN HAVE ALSO EXECUTED AND DELIVERED THEIR TWENTY-TWO (22) LIEN PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF CLARENCE A.BROWN, FOR THE PRINCIPAL SUM OF $25.00 EACH, HOWEVER THE INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE, MAKING THE FIRST ONE FOR THE SUM OF $27.75, AND EACH NOTE THEREAFTER FOR AN AMOUNT 12¢ AND 13¢ LESS, ALTERNATING. THE FIRST ONE OF SAID SERIES OF 22 NOTES IS DUE JUNE 28TH, AND THE OTHERS ONE ON THE 28TH DAY OF EACH MONTH THEREAFTER,

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, CLARENCE A.BROWN AND WIFE, PEARL DILLON BROWN,

have this day bargained and sold, and do hereby transfer and convey, unto the said ROBERT S.BROWN AND WIFE, FRANCES PHILPOT BROWN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.32 IN THE PLAN OF MONTROSE PLACE, AS OF RECORD IN PLAN BOOK 57, PAGE 93, IN THE REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO.32 FRONTS 50 FEET ON THE NORTH SIDE OF GILMORE AVE AND EXTENDS BACK BETWEEN FARALLEL LINES 160 FEET TO AN ALLEY.

CITY NUMBER OF PROPERTY IS KNOWN AS 906-GILMORE AVENUE.

BEING THE SAME PROPERTY CONVEYED TO PEARL DILLON BROWN BY DEED OF DELIA MARTIN, OF RECORD IN BOOK 936, PAGE 306, R.O.D.C. TENNESSEE.

TAXES FOR THE YEAR 1936 HAVING BEEN PRO RATED AS OF DATE OF DEED AND SETTLEMENT HAVING BEEN MADE THEREFOR BY THE GRANTOR'S, THE GRANTEES HEREIN HEREBY ASSUME AND AGREE TO PAY THE SAME.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ROBERT S.BROWN AND WIFE, FRANCES PHILPOT BROWN, 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 MENTIONED.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ROBERT S.BROWN AND WIFE, FRANCES PHILPOT BROWN, 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 ROBERT S.BROWN AND WIFE, FRANCES PHILPOT BROWN, do hereby transfer and convey unto ERNEST W.BENZ, , 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.