I , the said PEARL DRAKE , 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 $ 3,500.00 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 PEARL DRAKE , 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 O.R. KING, HERMAN L. KING, FLOYD KING AND RAYMOND KING 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 ANDREW D. TANNER 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 O.R. KING, HERMAN L. KING, FLOYD KING AND RAYMOND KING

and PEARL DRAKE , hereunto set our hands at NASHVILLE , Tennessee, this the 28 day of JANUARY , 1937 .

O.R. KING
HERMAN L. KING
FLOYD KING
RAYMOND KING
PEARL DRAKE

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOHN U. WILSON , a Notary Public in and for said County and State, the within named O.R. KING, HERMAN L. KING FLOYD KING AND RAYMOND KING

the bargainors , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X , of the said X having appeared before me privately and apart from husband , the said X , acknowledged the execution of the said instrument to have been done by freely X voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed. X

Witness my hand and official seal at Nashville, Tennessee, this 28 day of JANUARY , 1937.

My commission expires MAR 2. 1940

(Seal) JOHN U. WILSON
Notary Public.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ANNIE L. LAUDERDALE , a Notary Public in and for said County and State, the within named PEARL DRAKE, AN UNMARRIED PERSON

the bargainor , with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

And X , of the said X having appeared before me privately and apart from husband , the said X , acknowledged the execution of the said instrument to have been done by freely X voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed. X

Witness my hand and official seal at Nashville, Tennessee, this 28 day of JANUARY , 1937

My commission expires APRIL 9, 1938

(Seal) ANNIE L. LAUDERDALE
Notary Public.

U.S.R.S. $1.50

REC'D JUNE 7, 1937 AT 2:05 P.M.



# INSTALLMENT DEED

1012

FOR AND IN CONSIDERATION of the sum of ($1250.00) TWELVE HUNDRED, FIFTY AND 00/100 DOLLARS ($1250.00)

of which ONE HUNDRED, TWENTY-FIVE ($125.00)- - - - - - - - - DOLLARS has been paid in cash by MRS. KATHERINE J. SIMPKINS , the receipt of which is hereby acknowledged, and for the remainder ELEVEN HUNDRED, TWENTY FIVE AND 00/100 ($1125.00) - - - - - - - - - - - - - - - - - -DOLLARS the said MRS KATHERINE J. SIMPKINS AND HUSBAND T. EMERSON SIMPKINS HAVE THIS DAY ASSUMED AND AGREED TO PAY $550.00, ONE NOTE FOR $300.00 AND ONE NOTE FOR $250.00, PAYABLE FEBRUARY 15-1938 (SAID NOTES HAVING BEEN EXTENDED AND WILL FALL DUE FEBRUARY 15-1939) DATED FECTURAY 15- 1933, SECURED TO D.P. WRENNE, JR- TRUSTEE BY DEED OFRECORD FROM LULA O. CHRISTIAN. IN BOOK 916, PAGE 110 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. FOR THE BALANCE OF PURCHASE MONEY, THE SAID MRS. KATHERINE J. SIMPKINS AND HUSBAND T. EMERSON SIMPKINS HAVE THIS DAY EXECUTED THEIR 38 JOINT PROMISSORY NOTES, 37 OF WHICH ARE IN THE SUM OF $16.47 EACH ONE NOTE FOR $21.47 (PRINCIPAL OF THE FIRST 37 NOTES $15 EACH AND ONE NOTE FOR $20.) INTEREST AVERAGED AND ADDED IN THE FACE OF THE MONTHLY PAYMENT NOTES, FIRST ONE OF WHICH FALLS DUE JUNE 21-1937 AND ONE ON THE 21ST DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID. SAID NOTES PAYABLE TO THE ORDER OF MRS. LILLIAN O. WILSON.

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, MRS. LILLIAN O. WILSON, AND HUSBAND J. PAUL WILSON

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

BEING AN UNNUMBERED LOT ON THE SOUTHWEST CORNER OF HAGAN STREET AND NORTH FIRST STREET, AND SHOWN ON A PLAT OF A SUBIDIVISION OF THE J.W. CHRISTIAN 3-ACRE TRACT AS OF RECORD IN BOOK 547, PAGE 102, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING ON THE WESTERLY MARGIN OF NORTH FIRST STREET WHERE HAGAN STREET INTERSECTS THE SAME, AND RUNNING THENCE SOUTHWARDLY WITH THE WESTERLY MARGIN OF SAID NORTH 1ST STREET 70 FEET 9 INCHES TO THE NORTHEAST CORNER OF THE LOT CONVEYED TO JOE B. CHRISTIAN BY DEED OF RECORD IN BOOK 619, PAGE 494, SAID REGISTER'S OFFICE; THENCE WESTWARDLY WITH CHRISTIANS NORTH LINE 87 FEET 6 INCHES, CHRISTIAN'S CORNER; THENCE SOUTH 8 FEET; THENCE WESTWARDLY AND CONTINUING WITH SAID CHRISTIAN'S NORTH LINE 105 FEET 6 INCHES TO THE EASTERLY MARGIN OF AND ALLEY; THENCE NORTHWARDLY WITH THE EASTERLY MARGIN OF SAID ALLEY 78 FEET TO THE SOUTHERLY MARGIN OF HAGAN STREET; THENCE EASTWARDLY WITH THE SOUTHERLY MARGIN OF SAID STREET 193 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO LILLIAN O. WILSON BY DEED FROM LULA O. CHRISTIAN OF RECORD IN BOOK 911, PAGE 683, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TAXES FOR THE YEAR 1937 PRORATED AS OF DATE OF DEED AND ASSUMED BY PURCHASER.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said KATHERINE J. SIMPKINS HER 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 ABOVE SET OUT. WE further covenant and bind OURSELVES& OUR heirs and representatives, to warrant and forever defend the title to said real estate to said KATHERINE J. SIMPKINS HER 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 KATHERINE J. SIMPKINS AND HUSBAND , do hereby transfer and convey unto D.E. DAWSON , Trustee, his successors and assigns, the real estate herein before identified, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I am the true and lawful holder of the claim secured by the foregoing deed of trust, which is recorded, and hereby acknowledge the satisfaction thereof and do consent to cancel the same in full. This 24 day of May 1939.
Witness: J. Wilson
DEPUTY Register