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 non-payment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE, the said JESSE N.DAVIS AND WIFE, ELEANOR BUCK DAVIS

do hereby transfer and convey unto ~~J.M. VAUGHN~~ Frank B Welch, 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.

WE, the said JESSE N.DAVIS AND WIFE, ELEANOR BUCK DAVIS, 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 $ 200.00 FIRE AND TORNADO 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 JESSE N.DAVIS AND WIFE, ELEANOR BUCK DAVIS, 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 JESSE N.DAVIS AND WIFE, ELEANOR BUCK DAVIS, 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 ~~J.M. VAUGHN~~ Frank B Welch 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 THIRD NATIONAL BANK, A CORPORATION, AS AFORESAID, AND AS TRUSTEE UNDER THE WILL OF ALBERT W. SHRYER DECEASED, HAS CAUSED ITS CORPORATE NAME TO BE SIGNED BY E.J.WALSH ~~XX~~ITS VICE PRESIDENT AND TRUST OFFICER, AND ITS CORPORATE SEAL TO BE AFFIXED AND ATTESTED BY W.J.DIEHL, ITS CASHIER, AND MRS. ANNIE B. SHRYER, WIDOW OF ALBERT W.SHRYER, DECEASED AND WE, JESSE N.DAVIS AND WIFE, ELEANOR BUCK DAVIS HEREUNTO SET OUR HANDS AT NASHVILLE, TENNESSEE, THIS THE 1ST DAY OF SEPTEMBER, 1936

(SEAL) THIRD NATIONAL BANK, A CORPORATION, AS TRUSTEE
UNDER THE WILL OF ALBERT W. SHRYER, DECEASED,
ATTEST: W.J. DIEHL, CASHIER. BY E.J.WALSH, VICE PRESIDENT AND TRUST OFFICER.
MRS. ANNIE B. SHRYER
WIDOW OF ALBERT W. SHRYER, DECEASED.
JESSE N.DAVIS
ELEANOR BUCK DAVIS

Acknowledgment Before Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.
Personally appeared before me, ~~RUTH~~ J M Vaughan, a Notary Public in and for said County and State, the within-named JESSE N.DAVIS AND WIFE, ELEANOR BUCK DAVIS

the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.
And X having appeared before me privately and apart from husband, the said X, of the said
by X freely, voluntarily, and understandingly, without compulsion or constraint from said husband, acknowledged the execution of the said instrument to have been done, and for the purposes therein expressed.
Witness my hand and official seal at Nashville, Tennessee, this 1ST day of SEPTEMBER, 1936
My commission expires ---

(Seal) J M Vaughan Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY
PERSONALLY APPEARED BEFORE ME, RUTH MCLAUGHLIN, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED MRS. ANNIE B. SHRYER, A WIDOW, THE BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT SHE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS -- DAY OF SEPTEMBER 1936.
COM.EXPIRES OCT 9 1939 (SEAL) RUTH MCLAUGHLIN, NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF DAVIDSON
BEFORE ME RUTH MCLAUGHLIN, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DULY COMMISSIONED AND QUALIFIED, PERSONALLY APPEARED E.J. WALSH AND W.J. DIEHL, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON THEIR SEVERAL OATHS ACKNOWLEDGED THEMSELVES TO BE RESPECTIVELY THE VICE PRESIDENT AND TRUST OFFICER, AND CASHIER OF THE THIRD NATIONAL BANK, THE WITHIN NAMED BARGAINOR, A CORPORATION; AND THAT THEY AS SUCH VICE PRESIDENT AND TRUST OFFICER, AND CASHIER BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY THE SAID W.J. WALSH SUBSCRIBING THERETO THE NAME OF THE CORPORATION BY HIMSELF AS ~~RRIS~~ VICE PRESIDENT AND TRUST OFFICER, AND BY THE SAID W.J. DIEHL AFFIXING THEREON THE CORPORATE SEAL.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 12TH DAY OF SEPT 1936
COM.EXPIRES OCT 9, 1939 (SEAL) RUTH MCLAUGHLIN, NOTARY PUBLIC
U.S.R.S. $.50¢
REC'D SEPT 19, 1936 AT 10:47 A.M.

NUMBER 77324 RECORDED SEPT. 21, 1936. FLORENCE C. THOMASON, A WIDOW TO J. LUCY O'BRIEN, UNMARRIED.

25783 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1020

For and in Consideration of the sum of ($1750.00) SEVENTEEN HUNDRED FIFTY AND NO/100 DOLLARS
of which ONE HUNDRED AND NO/100 DOLLARS /PART OF DOLLARS
has been paid in cash by J. LUCY O'BRIEN, the receipt of which is hereby acknowledged, and for
the remainder DOLLARS
the said J. LUCY O'BRIEN

HAS EXPRESSLY ASSUMED AND AGREED TO PAY ONE PRINCIPAL NOTE FOR ~~$930.00~~ 760.00 DATED DECEMBER 20, 1934 SIGNED BY FLORENCE C. THOMASON AND MATURING DECEMBER 20, 1937 WITH INTEREST FROM THE DATE OF THIS DEED AT 6% PER ANNUM PAYABLE SEMI-ANNUALLY, SAID PRINCIPAL NOTE AND INTEREST BEING FULLY DESCRIBED IN AND SECURED BY A DEED OF TRUST TO CHAS. F. LOVELL, TRUSTEE, OF RECORD IN BOOK 93~~4~~, PAGE 106, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HERE MADE; AND FOR THE BALANCE OF SAID CONSIDERATION AMOUNTING TO $900.00 THE SAID J. LUCY O'BRIEN AND JOHN O'BRIEN AS CO-MAKER, HAVE EXECUTED A SERIES OF SIXTY PRINCIPAL NOTES, ALL DATED AUGUST 26, 1936, AND IN THE PRINCIPAL SUM OF $15.00 EACH BUT THE INTEREST HAS BEEN COMPUTED AT 6% PER ANNUM AND ADDED INTO THE FACE OF THE NOTES CAUSING THE FIRST NOTE TO BE IN THE SUM OF $19.50 AND THE OTHERS, IN SUCCESSIVE ORDER OF MATURITY BEING FOR A SUM EIGHT AND SEVEN CENTS EACH RESPECTIVELY LESS THAN THE PRECEDING NOTE, THE LAST NOTE BEING FOR THE SUM OF $15.07. ALL OF SAID NOTES ARE PAYABLE TO THE ORDER OF "OURSELVES" AND HAVE BEEN ENDORSED BY THE SAID J. LUCY O'BRIEN AND JOHN O'BRIEN FOR THE PURPOSE OF NEGOTIATION. THE FIRST NOTE IS PAYABLE ON OR BEFORE NOVEMBER 1, 1936 AND THE OTHERS, IN SUCCESSIVE ORDER ON OR BEFORE THE FIRST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL HAVE MATURED,

AND PROVIDING FOR PAYMENT OF ATTORNEY FEES, AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST, AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED, I, FLORENCE C. THOMASON, A WIDOW, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID J. LUCY O'BRIEN, HER HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING PART OF THE UNNUMBERED PROPERTY ON THE PLAN OF DR. V. S. LINDSLEY'S ADDITION TO EDGEFIELD, NOW EAST NASHVILLE, AS OF RECORD IN BOOK 57, PAGE 25, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WESTERLY MARGIN OF MERIDIAN STREET 200 FEET NORTH OF THE NORTHERLY MARGIN OF HANCOCK, FORMERLY CENTER, STREET; THENCE WITH THE WESTERLY MARGIN OF MERIDIAN STREET NORTHWARDLY 50 FEET; THENCE AT RIGHT ANGLES WESTWARDLY 174 FEET TO THE EASTERLY MARGIN OF AN ALLEY; THENCE WITH SAID ALLEY SOUTHWARDLY 50 FEET; THENCE EASTWARDLY 174 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO FLORENCE C. THOMASON BY DEED FROM MARTHA A. PERKINS OF RECORD IN BOOK 227, PAGE 38, SAID REGISTER'S OFFICE.

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J. LUCY O'BRIEN, HER heirs and assigns, forever, I 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 HEREIN-BEFORE SET OUT AND 1936 TAXES WHICH ARE ASSUMED BY THE PURCHASER. I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said J. LUCY O'BRIEN, HER heirs and assigns, against the lawful claims of all persons.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and the charge of the lien to secure the same in full. This 14th day of Sept 1936
Attest: J. T. Hayes DEPUTY REGISTER