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 NELLIE RIGGS ROBINSON AND HUSBAND, M.J.ROBINSON,

do hereby transfer and convey unto R.E.MYERS, , 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 NELLIE RIGGS ROBINSON AND HUSBAND, M.J.ROBINSON, 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 $ 5,500.00 AGAINST FIRE AND WINDSTORM 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 NELLIE RIGGS ROBINSON AND HUSBAND, M.J.ROBINSON, , 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 NELLIE RIGGS ROBINSON, 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 R.E.MYERS, 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 WILLIS H.HAYNES AND WIFE, MARGARET M.HAYNES,

and NELLIE RIGGS ROBINSON AND HUSBAND, M.J.ROBINSON, , hereunto set out hands at NASHVILLE, , Tennessee, this the 30TH day of SEPT. , 1936.

WILLIS H.HAYNES
MARGARET M.HAYNES
NELLIE RIGGS ROBINSON
M.J.ROBINSON

~~Acknowledgment Before Notary Public.~~

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, C.M.JARMAN, , a Notary Public in and for said County and State, the within-named WILLIS H.HAYNES AND WIFE, MARGARET M.HAYNES,

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

And XXXXXXXXXX , of the said

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

Witness my hand and official seal at Nashville, Tennessee, this 30THS day of SEPTEMBER, , 1936.

My commission expires APRIL 18, 1937.

(Seal) C.M.JARMAN,
Notary Public.

STATE OF TENNESSEE,
DAVIDSON COUNTY.

PERSONALLY APPEARED BEFORE ME, H.B.CLARK, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED NELLIE RIGGS ROBINSON AND HUSBAND, M.J.ROBINSON, THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE,TENNESSEE, THIS 30 DAY OF SEPTEMBER, 1936.

(SEAL) H.B.CLARK,
NOTARY PUBLIC.

COM.EX. 7/17/37.

RECD OCT.1ST, 1936 AT 3;26 P M

NUMBER 77903 RECORDED OCT 3,1936 JOE ALLEN TO JNO.H.TURNER ET UX

25783 MARSHALL & BRUCE CO. NASHVILLE

J.A.E.

INSTALLMENT DEED

1020

For and in Consideration of the sum of $200.00 TWO HUNDRED & NO/100 - - - - - DOLLARS

of which $60.00 SIXTY & 00/100 DOLLARS has been paid in cash by JOHN H.TURNER AND WIFE, MARY ELIZABETH TURNER , the receipt of which is hereby acknowledged, and for the remainder $140.00 ONE HUNDRED FORTY & 00/00 DOLLARS the said JOHN H. TURNER & WIFE, MARY ELIZABETH TURNER HAVE EXECUTED THEIR FOURTEEN PROMISSORY NOTESOF $10.00 EACH, AND DELIVERED TO ME, OF EVEN DATE HEREWITH, THE FIRST NOTE FALLING DUE ON MARCH 1ST 1937 AFTER DATE AND ONE ON THE 1ST OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL OF THESE NOTES ARE PAID. THESE NOTES SHALL CONSTITUTES A SECOND MORTGAGE ON THE PROPERTY HEREIN CONVEYED,
IN ADDITION ,THE SAID JOHN H.TURNER & WIFE MARY ELIZABETH TURNER HAVE ASSUMED THE PAYMENT OF THE LAST FIVE OF A SERIES OF NOTES OF $25.00 EACH, NINETEEN IN ALL OF SAID SERIES DATED AS OF INSTRUMENT DEED FROM E.C. SCRUGGS JR ,& WIFE ANNIE M.SCRUGGS TO JOE ALLEN AND RECORDED IN BOOK NO.965, PAGE 359, REGISTER'S OFFICE OF DAVIDSON COUNTY TENNESSEE, JUNE 15TH 1935, THESE FIVE NOTES SIGNED BY JOE ALLEN AMOUNT TO $125.00 ARE ASSUMED BY JOHN H.TURNER & WIFE, MARY ELIZABETH TURNER SUBJECT TO THE SAME TERMS AND CONDITIONS ASSUMED BY THE MAKER THEREOF.
ALL OF SAID 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 LAND HEREIN DONVEYED , JOE ALLEN, AN UNMARRIED MAN, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID JOHN H.TURNER AND WIFE, MARY ELIZABETH TURNER THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY,TENNESSEE,AS FOLLOWS: BEING LOTS 291-292-293-294 ON THE PLAN OF BROOKLYN HEIGHTS AS RECORDED IN BOOK 332, PAGE 140 REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE, SAID LOTS 291-292-293-294 FRONT TOGETHER 155 FEET ON EASTERLY SIDE OF BOOKER STREET AND EXTEND BACK EASTERLY 200.5 FEET MORE OR LESS TO AN ALLEY AND MEASURING 156 FEET ON SAID ALLEY AND BEING A PART OF THE SAME PROPERTY CONVEYED TO E.C. SCRUGGS JR BYDEED FROM E.C. SCRUGGS AND WIFE ELIZABETH S. SCRUGGS AS RECORDED IN BOOK 910, PAGE 360, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE. AND BEING THE SAME PROPERTY CONVEYED TO JOE ALLEN BY E.C. SCRUGGS JR AND WIFE, ANNIE M.SCRUGGS BY DEED AS OF RECORD IN BOOK NO.965 PAGE 359, 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 JOHN H.TURNER AND WIFE, MARY ELIZABETH TURNER heirs and assigns, forever, 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 MENTIONED. I further covenant and bind MY heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN H.TURNER & WIFE, MARY ELIZABETH TURNER,THEIR heirs and assigns, against the lawful claims of all persons.