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 ANDREW YATES AND WIFE, NANCY YATES,

do hereby transfer and convey unto WILLIAM GWOSDOF, 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 ANDREW YATES AND WIFE, NANCY YATES, 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 $ 1600.00 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.

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 ANDREW YATES AND WIFE, NANCY YATES, 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 outcery, 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.

WITHIN 90 DAYS AFTER

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 ANDREW YATES AND WIFE, NANCY YATES, 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 WILLIAM GWOSDOF, 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 H.FINEBERG AND WIFE, BECKIE FINEBERG,

and ANDREW YATES AND WIFE, NANCY YATES, hereunto set out hands at NASHVILLE, Tennessee, this the 1ST. day of MAY, 1936.

H.FINEBERG
BECKIE FINEBERG
ANDREW YATES
NANCY YATES

Acknowledgment Before Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, Z.ALEXANDER LOOBY, a Notary Public in and for said County and State, the within-named H. FINEBERG, AND WIFE, BECKIE FINEBERG AND ANDREW YATES, AND WIFE, NANCY YATES,

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

And BECKIE FINEBERG AND NANCY YATES, WIVES of the said H.FINEBERG AND ANDREW YATES, having appeared before me privately and apart from THEIR husbandS, the said BECKIE FINEBERG AND NANCY YATES, acknowledged the execution of the said instrument to have been done by THEM 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 1ST day of MAY, 1936.

My commission expires OCT. 9, 1939.

(Seal) Z.ALEXANDER LOOBY, Notary Public.

U.S.R.S. $2.50.

RECD OCT. 6, 1936 AT 12:10 P M

25783 McQUIDDY PRINTING CO. NASHVILLE

INSTALLMENT DEED

1020

For and in Consideration of the sum of THREE THOUSAND EIGHT HUNDRED FIFTY NINE DOLLARS AND THIRTY-THREE CENTS ($3859.33) DOLLARS

of which FFTY ($50.00) AND NO/100 DOLLARS has been paid in cash by J.D. BARRINGER AND WIFE, MARGARET BARRINGER, , the receipt of which is hereby acknowledged, and for the remainder PART OF THE REMAINDER THREE THOUSAND EIGHT HUNDRED NINE DOLLARS AND THIRTY-THREE CENTS ($3809.33) DOLLARS, THE SAID J.D. BARRINGER AND WIFE, MARGARET BARRINGER, ASSUME AND AGREE TO PAY 129 MONTHLY NOTES FOR THE SUM OF $27.50 EACH, DUE MONTHLY BEGINNING OCTOBER 1, 1936, SECURED BY DEED OF TRUST TO FIRST FEDERAL SAVINGS & LOAN ASSOCIATION, SPRINGFIELD, TENN., DULY RECORDED IN R.O.D.C. TENN., ON WHICH LOAN THE INTEREST HAS BEEN CALCULATED AND ADDED INTO THE FACE OF SAID NOTES AND AGGREGATING THE SAID MONTHLY SUMS; AND FOR THE REMAINDER OF TWELVE HUNDRED ($1,200.00) DOLLARS THE SAID J.D. BARRINGER AND WIFE, MARGARET BARRINGER, HAVE EXECUTED THEIR THIRTY-SIX JOINT AND SEVERAL PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF J.H. MAXWELL AND WIFE, MARY ELLEN MAXWELL, AS FOLLOWS: THE FIRST SIX (6) OF SAID NOTES ARE FOR THE PRINCIPAL SUM OF $25.00 EACH AND THE LAST THIRTY (30) NOTES ARE FOR THE PRINCIPAL SUM OF $35.00 EACH, SAID NOTES ARE DUE MONTYLY, BEGINNING ON OR BEFORE OCTOBER 1, 1936 AND CONTINUING UNTIL ALL OF SAID NOTES SHALL HAVE MATURED;
ALL OF SAID NOTES BEARING SIX PER CENT INTEREST FROM DATE, 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, WE, JOS. H. MAXWELL AND WIFE, MARY E. MAXWELL, BOTH OF LAWFUL AGE AND SUI JURIS, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID J.D. BARRINGER AND WIFE, MARGARET BARRINGER, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY TENNESSEE, AS FOLLOWS:
BEING LOT NO.76 ON THE PLAT OF AIRDRIE SUBDIVISION "C" AS OF RECORD IN BOOK 547, PAGE 160 REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
SAID LOT NO.76 FRONTS FIFTY (50) FEET ON THE WESTERLY SIDE OF KINROSS AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 168 FEET TO AN ALLEY IN THE REAR. BEING PART OF THE PROPERTY CONVEYED TO R.E. HARRISON AND WIFE, CERCIE HARRISON, BY DEED FROM NASHVILLE TRUST COMPANY, DATED SEPT 10,1934, RECORDED IN BOOK 936, PAGE 231, R.O.D.C., TENN. AND, SUBSEQUENTLY, CONVEYED TO THE GRANTORS HEREIN BY DEED RECORDED IN BOOK 982, PAGE 190 SAID REGISTER'S OFFICE OFFICE, TO WHICH REFERENCE IS MADE.
THE ABOVE PROPERTY IS CONVEYED SUBJECT TO THE RESTRICTIVE COVENANTS CONTAINED IN DEED FROM AIRDRIE LAND COMPANY TO NASHVILLE TRUST CO OF RECORD IN BOOK 928, PAGE 752, OF THE R.O.D.C. TENNESSEE.
GRANTEES ASSUME AND AGREE TO PAY 1936 TAXES HEREON.

I declare that I am the true and lawful holder of the within for the State of Tax and secured by the instrument within referred, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 2 day of OCT. 1937

Attest: DEPUTY REGISTER

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J.D. BARRINGER AND WIFE, MARGARET BARRINGER, THEIR heirs and assigns, forever, and 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 BY THE SAID 129 MONTHLY NOTES FOR $27.50 EACH, WHICH ARE ASSUMED BY THE GRANTEES. WE FURTHER COVENANT AND BIND OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said J.D. BARRINGER AND WIFE, MARGARET BARRINGER, THEIR heirs and assigns, against the lawful claims of all persons.