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 G.M. WISE AND WIFE, MARY E. WISE

do hereby transfer and convey unto TILLMAN NEWSOM, 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.

I, the said MRS. LAURA POTTS, 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 $ 1500 FIRE 1000. 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.

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 MRS. LAURA POTTS, 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, 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 MRS. LAURA POTTS 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 TILLMAN NEWSOM 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 G.M. WISE AND WIFE, MARY E. WISE

and MRS. LAURA POTTS, A WIDOW,
at NASHVILLE, Tennessee, this the - day of OCTOBER, 193 6, hereunto set out hands

G.M. WISE
MARY E. WISE
LAURA POTTS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Acknowledgment Before Notary Public.

Personally appeared before me, W.T. GAITHER, a Notary Public in and for said County and State, the within-named G.M. WISE AND WIFE, MARY E. AND MRS. LAURA POTTS

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 X having appeared before me privately and apart from husband, the said X, of the said

by 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 22 day of OCT, 193 6

My commission expires 10/10/40

U.S.R.S. $1.00
REC'D OCT 22,1936 AT 3:55 P.M.

(Seal) W.T. GAITHER
Notary Public.



25783 MARSHALL & BRUCE CO. NASHVILLE

# INSTALLMENT DEED

1020

For and in Consideration of the sum of ($3800.00) THIRTY EIGHT HUNDRED DOLLARS

of which ($500.00) FIVE HUNDRED DOLLARS has been paid in cash by C.W. RUTHERFORD AND WIFE, VIOLA RUTHERFORD, the receipt of which is hereby acknowledged, and for the remainder ($3300.00) THIRTY-THREE HUNDRED DOLLARS the said C.W. RUTHERFORD AND WIFE, VIOLA RUTHERFORD, HAVE EXECUTED THE FOBLOWING NOTES:

SIX (6) NOTES OF ($50.00) EACH, THE FIRST ONE BEING DUE ON DEMAND, THE SECOND ONE BEING DUE ON OR BEFORE NOVEMBER 2, 1936, AND ONE THEREAFTER ON OR BEFORE THE SECOND DAY OF EACH MONTH UNTIL ALL HAVE BEEN PAID. ALSO FORTY (40) NOTES OF ($30.00)THIRTY DOLLARS EACH, THE FIRST ONE BEING DUE ON OR BEFORE NOVEMBER 2, 1936, AND ONE THEREAFTER ON OR BEFORE THE SECOND DAY OF EACH MONTH UNTIL ALL HAVE BEEN PAID. AND THE FURTHER CONSIDERATION OF THE ASSUMPTION AND AGREEING TO PAY A NOTE OF $1800.00) EIGHTEEN HUNDRED DOLLARS AND THE INTEREST THEREON, FULLY SET OUT AND DESCRIBED IN DEED OF TRUST FROM FRED K. BROWN AND WIFE, GERTRUDE BROWN, TO A.L. MOORE, TRUSTEE, OF RECORD IN BOOK 959 PAGE 30, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. 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, FRED K. BROWN AND WIFE, GERTRUDE BROWN HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID C.W. RUTHERFORD AND WIFE, VIOLA RUTHERFORD HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT 24 ON THE PLAN OF MRS MINNIE E. MARTIN'S SUBDIVISION OF LOT 58 AND PART OF LOT 59 BROWNSVILLE, AS OF RECORD IN BOOK 547, PAGE 137, REGISTER'S OFFICE FOR SAID COUNTY.
SAID LOT 24 FRONTS 50 FEET ON THE NORTHERLY SIDE OF CARTER STREET, AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.
BEING THE SAME PROPERTY CONVEYED TO GERTRUDE BROWN BY DEED FROM JOHN MCGRAW, TRUSTEE, OF RECORD IN BOOK 932, PAGE 422, SAID REGISTER'S OFFICE.

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 discharge of the lien to secure the same in full. This 2 day of Jan, 1937

Attest: J.A. Garner, County Register

Fred K. Brown

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said C.W. RUTHERFORD AND WIFE, VIOLA RUTHERFORD, heirs and assigns, forever, 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. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said C.W. RUTHERFORD AND WIFE, VIOLA RUTHERFORD, THEIR heirs and assigns, against the lawful claims of all persons.