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 JAMES BRUANT AND WIFE MAE BRYANT

do hereby transfer and convey unto SYDNEY F. KEEBLE, 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 JAMES BRYANT AND WIFE MAE BRYANT, 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 $ SATISFACTORY TO SAID COMPANY until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said COMPANY 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 JAMES BRYANT AND WIFE MAE BRYANT, 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 JAMES BRYANT AND WIFE MAE BRYANT THEIR, representatives or assigns. IT IS AGREED THAT IF SAID PROPERTY IS SOLD UNDER THIS INSTRUMENT WE OR ANY PERSON HOLDING UNDER US, SHALL AT ONCE BECOME AND BE THE TENANT OR TENANTS AT WILL OF TH THE PURCHASER HEREUNDER AND SHALL BE REMOVED BY WRIT OF UNLAWFUL DETAINER AT ANY TIME AFTER DEMAND FOR POSSESSION IS MADE.

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 SYDNEY F. KEEBLE, 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 LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE INCORPORATED and JAMES BRYANT AND WIFE MAE BRYANT, hereunto set out hands at NASHVILLE, Tennessee, this the 15TH day of JULY, 1936.

(SEAL) LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE INCORPORATED.

ATTEST:
H.B. FOLK
SECRETARY.

BY C.M.HERRON VICE PRESIDENT

JAMES BRYANT

MAE BRUANT

Acknowledgment Before Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, THOS. H. PATTON, a Notary Public in and for said County and State, the within-named JAMES BRYANT AND WIFE MAE BRYANT, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

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

Witness my hand and official seal at Nashville, Tennessee, this 27 day of AUGUST, 1936,

My commission expires APRIL 7, 1937

(Seal) THOS. H. PATTON
Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BE FORE ME LUCY PRINCE A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY PERSONALLY APPEARED C.M. HERRON AND H.B. FOLK, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ON OATH ACKNOWLEDGED THEMSELVES TO BE THE VICE PRESIDENT AND SECRETARY OF THE LIFE & CASUATLY INSURANCE COMPANY OF TENNESSEE, INCORPORATED THE WITHIN NAMED BARGAINOR A CORPORATION AND THAT THEY AS SUCH VICE PRESIDENT AND SECRETARY BEING AUTHORIZED SO TODO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY C.M. HERRON AS VICE PRESIDENT AND ATTESTING THE SAME BY H.B.FOLK, AS SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE IN NASHVILLE TENNESSEE, THE 31ST DAYO F AUGUST, 1936. (SEAL) LUCY PRINCE.

MY COMMISSION EXPIRES APRIL 4, 1939 NOTARY PUBLIC

U.S.R.S $3.00

RECEIVED NOV. 5TH, 1936 AT 10;51 A.M.



25765 BARRETT & BRUCE CO. NASHVILLE

# INSTALLMENT DEED

1020.

For and in Consideration of the sum of FOUR THOUSAND AND N 0/100 ($4000.00) DOLLARS

of which FIVE HUNDRED AND NO/100 ... DOLLARS

has been paid in cash by JAMES R. WILSON, the receipt of which is hereby acknowledged, and for the remainder OF THIRTY FIVE HUNDRED AND NO/100 ($3500.00) DOLLARS

the said JAMES R. WILSON HAS ASSUMED TWENTY FOUR HUNDRED SIXTY FIVE AND 20/100 DOLLARS ($2465.20) BALANCE OF A LOAN TO THE NASHVILLE BUILDING AND LOAN ASSOCIATION RECORDED IN BOOK 995, PAGE 24, R.O.D.C. TENNESSEE, SAID LOAN BEING PAYABLE AT THE RATE OF $28.60 PER MONTH AND FOR THE BALANCE OF TEN HUNDRED THIRTY FOUR AND 80/100 DOLLARS ($1034.80) THE SAID JAMES R. WILSON HAS EXECUTED HIS TWENTY SIX (26) PROMISSORY NOTES OF EVEN DATE HEREWITH THE FIRST TWENTY FIVE (25) BEING FOR THE PRINCIPAL SUM OF FORTY AND NO/100 DOLLARS ($40.00) EACH AND THE LAST OR TWENTY SIXTH (26) NOTE BEING IN THE PRINCIPAL SUM OF THIRTY FOUR AND 80 /100 DOLLA RS ($34.80) THE FIRST NOTE BEING DUE ON OR BEFORE DECEMBER 1, 1936, AND ONE ON THE FIRST OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID. SEL 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 ATTOREY FEES A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED WE. ~~JAMES~~ J. W. BATES AND WIFE NOLIE BATES, HAVE THIS DAY BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID JAMES R. WILSON HIS HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY TENNESSEE, AS FOLLOWS: LAND IN DAVIDSON COUNTY TENNESSEE BEING LOT NO. 10 ON THE PLAT OF ROSEBANK SUBDIVISION OF THE J. W. C. CHURCH TRACT AS OF RECORD IN BOOK 547, PAGE 48 REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 10 FRONTS 100 FEET ON THE NORTHERLY SIDE OF ROSEBANK AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 436, FEET TO A DEAD LINE . BEING THE SAME PROPERTY CONV EYED TO J.W. BA TES AND WIFE NOLIE BATES BY DEED FROM JOHN C. BROWN OF RECORD IN BOOK 784, PAGE 298 SAID REGISTER'S OFFICE.

THIS PROPERTY IS CONVEYED SUBJECT TO RESTRICTIVE COVENANTS AS SHOWN IN DEED RECORDED IN BOOK 762, PAGE 449 R.O.D.C. TENNESSEE,

~~THIS PROPERTY IS CONVEYED SUBJECT TO RESTRICTIVE COVENANTS AS SHOWN IN DEED RECORDED IN BOOK 762, PAGE 449 R.O.D.C. TENNESSEE~~, THIS PROPERTY IS CONVEYED SUBJECT TO STATE AND COUNTY TAXES FOR THE YEAR 1936, WHICH THE PURCHASER HEREBY ASSUMES AND AGREES TO PAY.

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 25th day of January 1937

Attest: Mrs Herman Allen

DEPUTY REGISTER

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES R. WILSON HIS 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. WE further covenant and bind OURSELVES OURW JAMES R. WILSON HIS heirs and representatives, to warrant and forever defend the title to said real estate to said heirs and assigns, against the lawful claims of all persons.