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 LOFTUS A.MORRISSEY AND WIFE, MARY BELL MORRISSEY,

do hereby transfer and convey unto D.P.WRENNE,JR., , 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 LOFTUS A.MORRISSEY AND WIFE, MARY BELL MORRISSEY, , 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 $ 2500. FIRE AND $2500. 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 LOFTUS A.MORRISSEY AND WIFE, MARY BELLE MORRISSEY, , 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, OF IF 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 LOFTUS A.MORRISSEY AND WIFE, MARY BELLE MORRISSEY, 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 D.P.WRENNE,JR., 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 O.D.ELKINS AND WIFE, LOTTIE LEE ELKINS, LOFTUS A.MORRISSEY, and WIFE, MARY BELLE MORRISSEY, , hereunto set out hands at NASHVILLE, , Tennessee, this the 3 day of DECEMBER, , 1936.

O.D.ELKINS
LOTTIE LEE ELKINS
LOFTIS A.MORRISSEY
MARY BELLE MORRISSEY

Acknowledgment Before Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, T.W.WRENNE, , a Notary Public in and for said County and State, the within-named LOFTUS A.MORRISSEY AND WIFE, MARY BELLE MORRISSEY AND O.D.ELKINS AND WIFE, LOTTIE LEE ELKINS, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARY BELLE MORRISSEY AND LOTTIE LEE ELKINS, ,WIVES of the said LOFTUS A.MORRISSEY AND O.D.ELKINS, having appeared before me privately and apart from THEIR husband S, the said MARY BELLE MORRISSEY AND LOTTIE LEE ELKINS, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbandS, and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 3 day of DECEMBER, , 1936.

My commission expires OCT. 15, 1939.

(Seal) T.W.WRENNE,
Notary Public.

U.S.R.S. $4.50.

RECD DEC. 5, 1936 AT 11:35 A.M.

NUMBER 80699 RECORDED DEC. 8TH, 1936. MRS. A. R. HOLMAN A WIDOW, TO O. D. ELKINS ET UX.

25783 MARBANK-BRIEN CO. NASHVILLE

J.A.E.

INSTALLMENT DEED

1020

For and in Consideration of the sum of ($1,400.00) ONE THOUSAND FOUR HUNDRED AND NO/100... DOLLARS

of which FOUR HUNDRED AND NO/100 ($400.00) DOLLARS

has been paid in cash by O.D. ELKINS AND WIFE CHARLOTTE DAVIDSON ELKINS, , the receipt of which is hereby acknowledged, and for the remainder ($1,000.00) ONE THOUSAND AND NO/100... DOLLARS

the said O.D.ELKINS AND WIFE CHARLOTTE DAVIDSON ELKINS HAVE EXECUTED THEIR TWO PROMISSORY ~~NOTES~~ LIENS NOTES BEARING EVEN DATE HEREWITH PAYABLE TO THE ORDER OF MRS. A. R. HOLMAN IN THE AMOUNT OF FIVE HUNDRED AND NO/100 ($500.00) DOLLARS EACH SAID NOTES BEING DUE O N OR BEFORE ONE AND TWO YEARS FROM DATE.

BOTH OF SAID $500.00 NOTES BEARING SIX PER CENT INTEREST FROM DATE INTEREST PAYABLE SEMI ANNUALLY AND PROVIDING FOR PAYMENT OF ATTORNEY FEES AND TO SECURE THE PAYMENT OF SAID NOTESPRINCIPAL AND INTEREST AND ATTORNEY FEES A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONV EYED I. MRS. A. R. HOLMAN A WIDOW, HAVE THIS DAY BARGAINED AND SOLD AND DO HEREBY TRANSFER AND C ONVEY UNTO THE SAID O. D. ELKINS AND WIFE CHARLOTTE DAVIDSON ELKINS THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY TENNESSEE, AS FOLLOWS:

BEING LOT NO. 2 OF BLOCK 5 IN THE CHARLOTTE PARK CO'S 2ND ADDITION TO NASHVILLE TENNESSEE A PLAN OF WHICH IS OF RECORDIN PLAN BOOK 57, PAGE 160 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE.

SAID LOT NO. 2 FRONTS FIFTY (50) FEET ON THE SOUTH SIDE OF CHARLOTTE AVENUE AND EXTENDS BACK SOUTHWARDLY BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

THIS IS THE SAME PROPERTY WHICH WAS CONVEYED TO MRS. A. R. HOLMAN (SHE BEING MRS. ANNIE R. HOLMAN) BY DEED FROM D. P. WRENNE JR. TRUSTEE BEARING DATE OF NOVEMBER 26, 1934, AND OF RECORD IN BOOK 950 PAGE 565, REGISTER'S OFFICE FOR DAVIDSON COUNT Y TENNESSEE.

TAXES FOR THE YEAR 1936, ON THE HEREIN DESCRIBED PROPERTY HAVE BEEN PRO RATED AS OF EVEN DATE HEREWITH BY AND BETWEEN THE GRANTOR AND GRANTEES AND ASSUMED BY THE GRANTEES.

Note D No 1-500
27 Dec 1913
M.G.K. Holman
By Executrix
Note No 2 for $500
Due 2 yrs from date
J.C. Lauren Jr.

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said O.D. ELKINS AND WIFE CHARLOTTE DAVIDSON ELKINS HIS THEIR, HIS heirs and assigns, forever, lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. I, covenant that I AM I, further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said O.D. ELKINS AND WIFE CHARLOTTE DAVIDSON ELKINS THEIR, heirs and assigns, against the lawful claims of all persons.