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 IRMA G. GROSS AND HUSBAND CORDELL

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 IRMA G. GROSS AND HUSBAND CORDELL GROSS, 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 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 IRMA G. GROSS AND HUSBAND CORDELL GROSS, , 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 IRMA G GROSS HER 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 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 IRMA G. GROSS AND HUSBAND, CORDELL GROSS, , hereunto set out hands at NASHVILLE, , Tennessee, this the 15TH day of DECEMBER , 1936.

attest H.B. Folk Secretary

(SEAL) LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE INCORPORATED
BY J.E. ACUFF, VICE PRESIDENT.
IRMA G. GROSS,
CORDELL L. GROSS,

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 CORDELL GROSS AND WIFE IRMA G. GROSS,

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

And IRMA G. GROSS WIFE of the said CORDELL GROSS,

having appeared before me privately and apart from HER husband, the said IRMA G. GROSS, , 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 31 day of DECEMBER , 1936,

My commission expires APRIL 7, 1937

STATE OF TENNESSEE. COUNTY OF DAVIDSON

(Seal) THOS H.PATTON Notary Public.

BEFORE ME MRS. ELIZABETH GENTRY A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY PERSONALLY APPEARED J. E. ACUFF, 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 & CASUALTY INSURANCE COMPANY OF TENNESSEE, INCORPORATED THE WITHIN NAMED BARGAINOR A CORPORATION, AND THAT THEY AS SUCH VICE PRESIDENT AND SECRETARY BEING AUTHORIZED SO TO DO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY J. E. ACUFF, 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 6TH DAY OF JANUARY 1937 (SEAL) MRS. ELIZABETH GENTRY
NOTARY PUBLIC

MY COMMISSION EXPIRES JULY 8, 1937

U.S.R.S $4.50

RECEIVED JANUARY 8TH, 1937 AT 2.08 P.M.



25783 MARSHALL & BRUCE CO. NASHVILLE

# INSTALLMENT DEED

1020

For and in Consideration of the sum of FIVE HUNDRED AND FIFTY DOLLARS

of which TWENTY-FIVE DOLLARS

has been paid in cash by ELLIS RAMSEY AND WIFE, FRANCES RAMSEY, , the receipt of which is hereby acknowledged, and for the remainder FIVE HUNDRED AND TWENTY-FIVE DOLLARS

the said ELLIS RAMSEY AND FRANCES RAMSEY,

HAVE THIS DAY EXECUTED THEIR 105 PROMISORY NOTES OF FIVE ($5.00) DOLLARS EACH, THE RIRST OF WHICH FALLS DUE FEB.1, 1937 AND ONE ON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL ALL BECOME DUE AND PAYABLE, AND

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, W.T.SELLEY AND WIFE, CALLIE SELLEY, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID ELLIS RAMSEY AND WIFE, FRANCES RAMSEY, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING LOT NO.9 IN DR.O.H.MENEE'S SUBDIVISION, AS OF RECORD IN BOOK 57, PAGE 89, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO.9 FRONTS 50 FEET ON THE NORTHERLY SIDE OF HEFFERNAN STREET, AND RUNS BACK BETWEEN PARALLEL LINES 170 FEET TO AN ALLEY, AND IS ONE OF THE LOTS CONVEYED TO W.T.SELLEY BY DEED AS OF RECORD IN BOOK 669, PAGE 144, SAID REGISTERS OFFICE.

TAXES FOR THE YEAR 1937 TO BE PAID BY PURCHASERS.

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 22 day of June 1940

Attest: W.T.Selley
DEPUTY REGISTER

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

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 22 day of June 1940

Attest: W.T.Selley
DEPUTY REGISTER