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 BENTON M.SHOEMAKE AND WIFE, ETTA SHOEMAKE,

do hereby transfer and convey unto WM ALTHAUSER, 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 BENTON M.SHOEMAKE AND WIFE, ETTA SHOEMAKE, 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 $ 1400.00 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 BENTON M.SHOEMAKE AND WIFE, ETTA SHOEMAKE, 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 BENTON M.SHOEMAKE AND WIFE, ETTA SHOEMAKE, OUR 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 WM ALTHAUSER, 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 BRANSFORD REALTY COMPANY,

and BENTON M.SHOEMAKE AND WIFE, ETTA SHOEMAKE, hereunto set out hands at NASHVILLE, Tennessee, this the 27TH day of JANUARY, 1937.

(SEAL) BRANSFORD REALTY COMPANY,
BY JOHNSON BRANSFORD, PRESIDENT.
D.E.JACKSON, SECRETARY.

BENTON M.SHOEMAKE
ETTA SHOEMAKE

~~Acknowledgment Before Notary Public~~

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOE W.RIVES, a Notary Public in and for said County and State, the within-named BENTON M.SHOEMAKE AND WIFE, ETTA SHOEMAKE, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And XXXXXX having appeared before me privately and apart from XX husband, the said XX, acknowledged the execution of the said instrument to have been done by 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 27TH day of JANUARY, 1937.

My commission expires JULY 2ND, 1939.

(Seal) JOE W.RIVES,
Notary Public.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BEFORE ME, MARTIN SETTLE, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED JOHNSON BRANSFORD AND D.E.JACKSON WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY, RESPECTIVELY, OF THE BRANSFORD REALTY COMPANY, ONE OF THE WITHIN NAMED BARGAINORS, A CORPORATION, AND THAT THEY, AS SUCH PRESIDENT AND SECRETARY, RESPECTIVELY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION, BY SAID JOHNSON BRANSFORD AS PRESIDENT, AND AFFIXING ITS CORPORATE SEAL THERETO AND ATTESTING SAME BY SAID D.E.JACKSON AS SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE IN NASHVILLE,TENNESSEE,THIS, THE 28 DAY OF JANUARY, 1937.

(SEAL) MARTIN SETTLE,
NOTARY PUBLIC.

MY COM.EX.MAY 3RD, 1937.

U.S.R.S. $2.00
RECD JAN.29 , 1937 AT 2:15 P M

NUMBER 8285[illegible] RECORDED FEBRUARY 1ST, 1937 MAMIE A. CAMPBELL ET VIR,TO SAM R. YOUNG ET UX.

25782 ... CO. NASHVILLE

INSTALLMENT DEED

1020

For and in Consideration of the sum of TWO THOUSAND FIVE HUNDRED ($2500.00) DOLLARS

of which TWENT FIVE ($25.00 DOLLARS

has been paid in cash by SAM R. YOUNG AND WIFE SALLIE YOUNG, , the receipt of which is hereby acknowledged, and for the remainder OF TWO THOUSAND FOUR HUNDRED AND SEVENTY FIVE ($2475.00) DOLLARS

the said SAM R. YOUNG AND WIFE SALLIE YOUNG ACCEPT TITLE TO THE HEREIN DESCRIBED PROPERTY SUBJECT TO A FIRST MORTGAGE OF $1000.00 TO FERRIS C. BAILEY , TRUSTEE, OF RECORD IN BOOK 758, PAGE 556, R.O.D.C. TENN. AND UNPAID STATE & COUNTY AND CITY OF NASHVILLE TAXES FOR THE YEARS 1931, 1932, 1933, 1934, 1935, AND SUCH PART OF 1936, AS HAVE ACCRUED WITH WHICH TAXES FOR THEPURPOSES OF THE CONSIDERATION OF THIS DEED ARE ACCEPTED TO AMOUNT TO $600.00. FOR THE BALANCE OF $875.00 THE SAID SAM YOUNG AND WIFE SALLIE YOUNG HAVE EXECUTED THEIR 58 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH OF WHICH 57 ARE FOR THE PRI CIPAL SUM OF $15.00 EACH AND THE 58TH, OR LAST NOTE [illegible] S FOR THE PRINCIPAL SUM OF $20.00 . ALL OF SAID NOTES ARE PAYABLE TO THE ORDER OF MAMIE A. CAMPBELL THE FIRST NOTE OF THE SERIES MATURES ON OR BEFORE ONE MONTH FROM DATE AND ONE NOTE MATURES LIKEWISE, EACH MONTH THEREAFTER UNTIL ALL HAVE BECOME DUE.

ALL OF SAID NOTES BEARING SIX PER CENT INTEREST FROM DAT E 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 CONV EYED WE, MAMIE A. CAMPBELL AND HUSBAND M. J. CAMBBELL HAVE THIS DAY BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID SAM R. YOUNG AND WIFE SALLIE YOUNG, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY TENNESSEE, AS FOLLOWS: BEING PART OF LOT NUMBER 29 IN SHELBY'S SECOND ADDITION TO EDGEFIELD NOW EAST NASHVILLE, AS OF RECORD IN BOOK 14, PAGES 179 AND180 REGISTER'S OFFICE FOR SAID COUNTY.

SAID PART OF LOT NUMBER 29 FRONTS 71 FEET ON THE WESTERLY SIDE OF OAK STREET, NOW FOURTH STREET, AND RUNS BACK BETWEEN PARALLEL LINES WITH THE NORTHERN MARGIN OF A 15 FT ALLEY 150 FEET TO THE PROPERTY OF W. B. REESE, AND BE ING OFF OF THE SOUTH SIDE OF LOT NUMBER 29.

BEING THE SAME PROPERTY CONVEYED TO MAMIE A. CAMPBELL BY DEED FROM M. D. JOHNSON OF RECORD IN BOOK 954, PAGE 308 R.O.D.C. TENN.

I declare that I am the true and lawful holder of [illegible] and hereby acknowledge the satisfaction thereof secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 6 day of Aug 1943
W. M. Cummins
Attest [illegible] DEPUTY REGISTER

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said SAM R. YOUNG AND WIFE SALLIE YOUNG lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. WE heirs and assigns, forever, 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 SAM R. YOUNG AND WIFE SALLEE YOUNG THEIR heirs and assigns, against the lawful claims of all persons.