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 E.H. TALBERT AND WIFE, RUTH P.TALBERT, THEIR

do hereby transfer and convey unto J.E. SAUNDERS, 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 E.H. TALBERT AND WIFE, RUTY P.TALBERT, 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 $ INSURABLE VALUE 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 E.H. TALBERT AND WIFE, RUTH P.TALBERT, 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 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 E.H. TALBERT AND WIFE, RUTH P.TALBERT, THEIR 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 J.E. SAUNDERS 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 M.N. YOUNG AND WIFE, RUBY M. YOUNG

and E.H. TALBERT AND WIFE, RUTH P.TALBERT, hereunto set out hands
at NASHVILLE, Tennessee, this the 23RD day of JAN, 1937.

M.N. YOUNG
RUBY M.YOUNG
E.H. TALBERT
RUTH P.TABLERT

Acknowledgment Before Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RUBY MAYLOR, a Notary Public in and for said County and State, the within-named M.N. YOUNG AND WIFE, RUBY M. YOUNG AND E.H. TALBERT AND WIFE, RUTH P.TALBERT

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

And RUBY M. YOUNG AND XXXXX RUTH P.TALBERT WIVES, of the said M.H.YOUNG AND E.H. TALBERT RESPECTIVELY,

having appeared before me privately and apart from THEIR husband S, the said RUBY M.YOUNG AND RUTH P.TALBERT, acknowledged the execution of the said instrument to have been done by THEIR freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 23RD day of FEBRUARY, 1937

My commission expires JULY 15, 1940

U.S.R.S. $.50
REC'D MCH 9,1937 AT 9:35 A.M.

(Seal) RUBY NAYDOR
Notary Public.

25765 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1020

For and in Consideration of the sum of ONE THOUSAND THREE HUNDRED AND NO/100 DOLLARS

of which TWO HUNDRED AND NO/100 DOLLARS

has been paid in cash by MARTHA RAMSEY, the receipt of which is hereby acknowledged, and for

the remainder NAMELY, ONE THOUSAND ONE HUNDRED AND NO/100 DOLLARS

the said MARTHA RAMSEY HAS EXECUTED HER NINETY (90) PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF W.T. GAITHER. THE FIRST 50 OF SAID NOTES ARE FOR A PRINCIPAL OF $12.00 EACH, XNX AND THE REMAINING 40 NOTES ARE FOR A PRINCIPAL OF $12.50 EACH. THE REMAINDER OF EACH NOTE IS INTEREST, CALCULATED AT 6%, THIS AMOUNT BEING ADDED TO THE FACE OF EACH NOTE, THEREFORE NO INTEREST IS TO BE ADDED EXCEPT FROM DATE OF MATURITY. THE FIRST ONE OF SAID NOTES IS FOR $17.50 AND EACH NOTE RESPECTIVELY THEREAFTER, UP TO AND INCLUDING NOTE NO.50, DECREASES SIX CENTS, THE 51ST NOTE IS FOR $15.00 AND EACH SUCCEEDING NOTE THEREAFTER DECREASES 6¼ CENTS. THESE NOTES MATURE MONTHLY, MATURITY OF THE FIRST NOTE BEING FEBRUARY 1ST, 1937.
ALL OF SAID NOTES BEARING SIX PER CENT INTEREST FROM DATE AS ABOVE STATED, AND PROVIDED 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 HEREINAFTER CONVEYED, W.T. GAITHER AND WIFE, ELIZABETH A. GAITHER, HAVE XXXXX THIS DAY BARGAINED AND SOLD, AND XX DO HEREBY TRANSFER AND CONVEY UNTO THE SAID MARTHA RAMSEY, HER HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:
BEING THE EASTERLY PART OF LOT NO.TWENTY-TWO (22) ON THE PLAN OF GEORGE SHIELD'S FIRST ADDITION TO NASHVILLE, AS OF RECORD IN BOOK 57, PAGE 62, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
SAID EASTERLY HALF OF LOT NO.22 FRONTS TWENTY-NINE FEET (29) AND SEVEN INCHES (7) ON THE SOUTHERLY SIDE OF SCOVEL STREET, FORMERLY MADISON STREET AND EXTENDS BACK, ONE HUNDRED AND FORTY (140) FEET TO AN ALLEY, SHOWING THIRTY; ONE AND ONE-HALF (31½) FEET ON SAID ALLEY.
BND BEING THE SAME PROPERTY CONVEYED TO W.T. GAITHER BY SCOTT DOUGLAS AND WIFE EMMA DOUGLAS BY DEED DATED SEPTEMBER 14TH, 1931 AND RECORDED IN BOOK 888 PAGE 82 R.O.D.C. TENN.
PURCHASER ASSUMES AND AGREES TO PAY ALL TAXES FOR THE YEAR 1937.

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 the same in full.
This 20 day of [illegible] 1944
Attest: [illegible]
COMMERCIAL UNION TRUST CO.
By [illegible]
Trust Officer

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MARTHA RAMSEY, HER 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, OUR MARTHA RAMSEY, HER 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.