WE , the said LONNIE DUKE AND WIFE, JULIET DUKE, , 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 $ --- 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 LONNIE DUKE AND WIFE, JULIET DUKE, , 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 LONNIE DUKE AND WIFE, JULIET DUKE, 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 ARTHUR H.CAMPBELL, 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 MAURICE BORNSTEIN,JR.

and LONNIE DUKE AND WIFE, JULIET DUKE,
at NASHVILLE, , Tennessee, this the 28TH day of JULY , 193 7.. , hereunto set our hands

MAURICE BORNSTEIN,JR.

LONNIE DUKE

JULIET DUKE

~~ACKNOWLEDGMENT BEFORE NOTARY PUBLIC~~

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WM.K.RITTER, , a Notary Public in and for said County and State, the within named MAURICE BORNSTEIN,JR., A SINGLE MAN OVER 21 YEARS OF AGE, the bargainor , with whom I am personally acquainted, and who acknowledged that HE executed the within instrument for the purposes therein contained.

And X , of the said

having appeared before me privately and apart from X husband , the said X , acknowledged the execution of the said instrument to have been done by X 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 31 day of JULY , 193 7.

My commission expires JANY. 21, 1941.

(Seal) WM.K.RITTER,
Notary Public.

STATE OF TENNESSEE,

DAVIDSON COUNTY.

PERSONALLY APPEARED BEFORE ME, D.R.MYERS, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED LONNIE DUKE AND WIFE, JULIET DUKE, THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE,TENNESSEE,THIS 30 DAY OF JULY, 1937.

(SEAL) D.R.MYERS,
NOTARY PUBLIC.

COM.EX. APRIL 26, 1941.

USRS 50¢

RECD AUGUST 5, 1937 AT 1:45 P M

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($3146.68) THIRTY ONE HUNDRED FORTY SIX AND 68/100 DOLLARS

of which ONE HUNDRED EIGHTY FOUR AND 02/100 DOLLARS has been paid in cash by

ELMORE STONE AND WIFE, EDNA D.STONE, , the receipt of which is hereby acknowledged, and for the remainder PART OF

AMOUNTING TO TWENTY SEVEN HUNDRED SEVENTY EIGHT AND 64/100 DOLLARS

the said ELMORE STONE AND WIFE, EDNA D.STONE,

HAVE EXPRESSLY ASSUMED AND AGREED TO PAY THE FIRST MORTGAGE INDEBTEDNESS ORIGINALLY FOR $2800.00 NOW $2778.64 FULLY DESCRIBED IN AND SECURED BY A DEED OF TRUST TO CHAS.F. LOVELL, TRUSTEE, EXECUTED UNDER DATE OF MARCH 23, 1937, SAID LOAN BEING ON THE FEDERAL HOUSING ADMINISTRATION PLAN, AND SAID GRANTEES HEREIN ALSO EXPRESSLY ASSUME ALL OBLIGATIONS IMPOSED BY SAID DEED OF TRUST IN ADDITION TO THE PRINCIPAL AND INTEREST PAYMENTS ON SAID INDEBTEDNESS AS PROVIDED THEREIN AND IT IS UNDERSTOOD AND AGREED THAT THE SAID GRANTEES SHALL HAVE FULL BENEFIT OF THE CASH ON HAND IN THE VARICUS ESCROW ACCOUNTS HELD BY THE COMMERCE UNION BANK IN TRUST FOR THE GRANTORS, WHICH SUMS ARE HEREBY ASSIGNED TO SAID GRANTEES, AND FOR THE REMAINDER OF SAID CONSIDERATION AMOUNTING TO $184.02 THE SAID ELMORE STONE AND WIFE, EDNA D.STONE, HAVE EXECUTED FOUR PRINCIPAL NOTES OF EVEN DATE HEREWITH, THE FIRST THREE BEING FOR $50.00 EACH AND THE LAST NOTE FOR $34.02, PAYABLE TO THE ORDER OF W.P. ROSE AS FOLLOWS: THE FIRST NOTE MATURING FEBRUARY 4, 1938, AND THE OTHERS, ONE ON THE 4TH DAY OF EACH AUGUST AND FEBRUARY THEREAFTER UNTIL ALL HAVE MATURED,

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, JOHN L.MOORE AND WIFE, NELL G.MOORE, WALTER P.ROSE AND WIFE, RUTHA BELL ROSE, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID ELMORE STONE AND WIFE, EDNA D.STONE, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING LOT NO.69 ON THE MAP OF SPRINGDALE SUBDIVISION, AS OF RECORD IN BOOK 974, PAGE 18, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO.69 FRONTS 50 FEET ON THE NORTHERLY SIDE OF MCCLURKAN AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 162.5 FEET TO A DEAD LINE.

BEING THE SAME PROPERTY CONVEYED TO JOHN L.MOORE AND WIFE, NELL G.MOORE AND W.P.ROSE, BY DEED FROM C.E.ROOP AND WIFE, JENNIE B. ROOP, AS OF RECORD IN BOOK ____, PAGE ___, SAID REGISTERS OFFICE.

IN ADDITION TO THE CONSIDERATION HEREINBEFORE SET OUT, THE SAID GRANTORS ACKNOWLEDGE RECEIPT OF A WARRANTY DEED TO OTHER PROPERTY IN DAVIDSON COUNTY, TENNESSEE, EXECUTED AND DELIVERED BY THE SAID ELMORE STONE AND WIFE, EDNA D. STONE.

THE GRANTORS HEREIN AGREE TO MAKE THE FOLLOWING LISTED REPAIRS ON THE RESIDENCE LOCATED ON THE ABOVE DESCRIBED LOT WITHIN THIRTY DAYS FROM THE DATE OF THIS DEED:

(1) INSTALL FRONT SCREEN DOOR;
(2) PAINT WALLS IN ONE ROOM;
(3) PAINT BRACKETS ON STOOP;
(4) WAX ALL FLOORS;
(5) REPLACE ALL BUCKED SHINGLES ON ROOF.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ELMORE STONE AND WIFE, EDNA D.STONE, THEIR 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, EXCEPT AS TO 1937 TAXES WHICH ARE ASSUMED BY THE GRANTEES HEREIN, AND RESTRICTIVE COVENANTS CONTAINED IN AN INSTRUMENT OF RECORD IN BOOK 1023, PAGE 31, SAID REGISTERS OFFICE, AND THE DEED OF TRUST HEREIN BEFORE SET OUT. WE further covenant and bind OURSELVES, OUR, heirs and representatives, to warrant and forever defend the title to said real estate to said ELMORE STONE AND WIFE, EDNA D. STONE, THEIR heirs and assigns, against the lawful claims of all persons.

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 nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE , the said ELMORE STONE AND WIFE, EDNA D.STONE,

do hereby transfer and convey unto CHAS.F.LOVELL, , 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.