WE, the said CLAYTON MYATT HOLLAND AND WIFE, MARY LOUISE WATTS HOLLAND, 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 CLAYTON MYATT HOLLAND AND WIFE, MARY LOUISE WATTS HOLLAND, 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 CLAYTON MYATT HOLLAND AND WIFE, MARY LOUISE WATTS HOLLAND, -- 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 M. L. PROSSER 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 J. W. PROSSER, AND WIFE, RUTH E. PROSSER

and CLAYTON MYATT HOLLAND AND WIFE, MARY LOUISE WATTS HOLLAND, hereunto set our hands at NASHVILLE, Tennessee, this the 11 day of FEB., 193 6.

J. W. PROSSER
RUTH E. PROSSER
CLAYTON MYATT HOLLAND
MARY LOUISE WATTS HOLLAND
ALMA F. PROSSER

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE V. STEPHENS, a Notary Public in and for said County and State, the within named J. W. PROSSER AND FORMER WIFE, RUTH E. PROSSER AND CLAYTON MYATT HOLLAND AND WIFE MARY LOUISE WATTS HOLLAND the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And RUTH E. PROSSER, FORMER WIFE of the said J. W. PROSSER having appeared before me privately and apart from HER husband, the said J. W. PROSSER, 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 12TH day of FEB., 193 6.

My commission expires OCT. 17TH 1939.

(Seal) LOUISE V. STEPHENS
Notary Public.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DECATUR COUNTY.

Personally appeared before me, B. J. BOYD, a Notary Public in and for said County and State, the within named ALMA F. PROSSER, the bargainor, with whom I am personally acquainted, and who acknowledged that SHE executed the within DEED instrument for the purposes therein contained.

And ALMA F. PROSSER, WIFE of the said J. W. PROSSER having appeared before me privately and apart from HER husband, the said ALMA F. PROSSER, acknowledged the execution of the said DEED 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 ASHLAND CITY, Tennessee, this 19TH day of FEBRUARY, 193 6.

My commission expires OCT. 10, 1938.

U.S.R.S. $0.50.

RECEIVED JULY 24, 1937, AT 9:35 A.M.

BRYN MARSHALL & BOUGE CO. NASHVILLE

INSTALLMENT DEED

1041

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND SIX HUNDRED AND FIFTY ($2,650.00) AND NO/100 DOLLARS

of which THREE HUNDRED ($300.00) AND NO/100 - - - - - - - - - - - - - - - - DOLLARS has been paid in cash by MRS. DORA V. WALL, the receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND, THREE HUNDRED AND FIFTY ($2,350.00) AND NO/100 - - - - - - - - - - - - - - -DOLLARS the said MRW DORA V. WALL HAS ASSUMED AND AGREED TO PAY AN INDEBTEDNESS DUE THE HOME OWNERS LOAN CORPORATION, OF WASHINGTON, D. C. SECURED BY DEED OF TRUST, ON THE HEREINAFTER DESCRIBED PROPERTY OF RECORD IN BOOK 992, PAGE 189 R.O.D.C. TENN. WHICH SAID INDEBTEDNESS AMOUNTS TO $2.025.54 AND FOR THE REMAINDER OF THE PURCHASE PRICE TO WIT: $324.46 THE SAID MRS. DORA V. WALL HAS EXECUTED HER TWENTY-TWO (22) PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE GRANTORS HEREIN, OR THEIR ORDER, NOTES 1 TO 11 INCLUSIVE, OF SAID SERIES BEING IN THE PRINCIPAL AMOUNTS OF $10.00 NOTES 12 TO 21 INCLUSIVE, BEING THE PRINCIPAL SUM OF $20.00 EACH AND THE 22ND OR LAST NOTE BEING IN THE PRINCIPAL SUM OF $14.46.

THE FIRST OF SAID SERIES OF NOTES MATURES ON AUGUST 1, 1937 AND THE SUCEEDING NOTES MATURE THEREAFTER, - - - 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, OLLIE LOUISE SCHWEIZER, A WIDOW, HAVE THIS DAY BARGAINED ABD SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID MRS. DORA V. WALL HER HEIRS AND ASSIGNS CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS: BEING LOT NO. 141 AND THE SOUTHERLY HALF OF LOT NO. 140 ON THE PLAN OF WEST GROVE SUBDIVISION AS OF RECORD IN BOOK 421, PAGE 109 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO. 141 AND PART OF LOT 140 FRONT TOGETHER 75 FEET ON THE WESTERLY SIDE OF 37TH AVENUE NORTH, AND RUN BACK BETWEEN PARALLEL LINES 160 FEET TO AN ALLEY. BEING THE SAME PROPERTY CONVEYED TO WILLIAM HENRY SCHWEITZER, AND WIFE, OLLIE SCHWEIZER, BY DEED OF RECORD IN BOOK 866, PAGE 287 R.O.D.C. TENNESSEE.
THE ABOVE DESCRIBED PROPERTY IS ENCUMBERED BY A DEED OF TRUST OF RECORD IN BOOK 992, PAGE 189 R.O.D.C. WHICH HAS BEEN ASSUMED BY THE GRANTEE.

I do here that I [illegible] the within deed of trust duly executed by the instrument within [illegible] and I [illegible] charge of the lien to secure the same in full. This [illegible] day of April 19 8

Attest: J. P. D. Thomson, Register. American Bank Card

All of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest and attorney's fee, a lien is expressly retained on the land herein conveyed

Now this deed bargained and sold, and do hereby transfer and convey unto the said MRS. DORA V. WALL and assigns, certain real estate in Davidson County,

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS. DORA V. WALL, HER heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I further covenant and bind MYSELF AND MY heirs and representatives, to warrant and forever defend the title to said real estate to said OLLIE SCHWEIZER, A WIDOW, HER 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 ME in hand paid I, the said MRS. DORA V. WALL

do hereby transfer and convey unto M. G. HORKINS, 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.