WE, the said JACOB G. SCHUTT AND ANNIE LEE SCHUTT, 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 JACOB G. SCHUTTE AND ANNIE LEE SCHUTT, 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 JACOB G. SCHUTT AND ANNIE LEE SCHUTT, -- 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. W. WINTERS 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 G. N. WINTERS AND WIFE, JEANETTE C. WINTERS,

and JACOB G. SCHUTTE AND WIFE, ANNIE LEE SCHUTT, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of MAY, 1937.

G. N. WINTERS

JEANNETTE C. WINTERS

JACOB G. SCHUTT

ANNIE LEE SCHUTT

~~ACKNOWLEDGMENT BEFORE 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 G. N. WINTERS AND WIFE, JEANNETTE C. WINTERS AND JACOB G. SCHUTT AND WIFE, ANNIE LEE SCHUTT, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X, X of the said X 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 1 day of MAY, 1937.

My commission expires APRIL 26, 1941.

(Seal) D. R. MYERS
Notary Public.

RECEIVED OCT. 20, 1937, AT 9:02 A.M.
FH

X

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

X

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, X, a Notary Public in and for said County and State, the within named X, the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

And X, X of the said X 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.

XX Witness my hand and official seal at Nashville, Tennessee, this day of , 193

My commission expires

(Seal)
Notary Public.

NUMBER 96266 RECORDED OCT. 26, 1937. L. F. LAMPLEY TO GRACIE LAMPLEY.

J.M.E.

INSTALLMENT DEED

1041

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND AND NO/100 ($1000.00) DOLLARS

of which AMOUNT THE SUM OF ONE HUNDRED AND FIFTY ($150.00) DOLLARS has been paid in cash by GRACIE LAMPLEY, the receipt of which is hereby acknowledged, and for the remainder EIGHT HUNDRED AND FIFTY AND NO/100 ($850.00) DOLLARS the said GRACIE LAMPLEY

HAS EXECUTED HER EIGHTY-FIVE (85) MONTHLY PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF L. F. LAMPLEY, MATURING ONE EACH MONTH RESPECTIVELY, CONSECUTIVELY, BEGINNING NOVEMBER 15TH. THE PRINCIPALOF EACH NOTE IS $10.00, BUT THE INTEREST HAS BEEN CALCULATED AND ADDED TO THE FACE OF EACH NOTE, MAKING THE FIRST NOTE $14.25 AND EACH NOTE THEREAFTER FIVE CENTS LESS THAN EACH PRECEDING NOTE, THE LAST NOTE BEING FOR $10.05. THEREFORE, NO INTEREST SHOULD BE ADDED EXCEPT FROM MATURITY UNTIL PAID,

~~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 fees, a lien is expressly retained on the land herein conveyed

I, L. F. LAMPLEY, OF LEGAL AGE AND UNMARRIED,

have this day bargained and sold, and do hereby transfer and convey, unto the said GRACIE LAMPLEY, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. ELEVEN HUNDRED AND ELEVEN (1111) AND THE WESTERLY 11 FEET OF LOT NO. ELEVEN HUNDRED AND NINE (1109), BLOCK 9, PLAN NO. 2, WEST NASHVILLE, WHICH IS OF RECORD IN BOOK 57, PAGE 172, R.O.D.C. TENNESSEE.

SAID LOT AND PART OF LOT JOIN AND FRONT TOGETHER THIRTY-SIX (36) FEET ON THE NORTH SIDE OF TENNESSEE AVENUE AND EXTEND BACK, BETWEEN PARALLEL LINES ONE HUNDRED AND FIFTY (150) FEET TO AN ALLEY.

AND BEING THE SAME PROPERTY CONVEYED TO L. F. LAMPLEY BY I. G. LAMPLEY AND WIFE SALLIE LAMPLEY, BY DEED DATED JULY 31ST, 1925, AND RECORDEDIN BOOK 682, PAGE 193, R.O.D.C., TENN.

AS TAXES FOR THE YEAR 1937 HAVE BEEN PRORATED AND ADJUSTED, SAID PURCHASER ASSUMES AND AGREES TO PAY SAID TAXES.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GRACIE LAMPLEY, -- 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, MY heirs and representatives, to warrant and forever defend the title to said real estate to said GRACIE LAMPLEY, 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 GRACIE LAMPLEY, OF LEGAL AGE, AND UNMARRIED, do hereby transfer and convey unto RUFUS GANN, 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.