WE, the said T. M. JOHNSON AND WIFE, ALICE JOHNSON, 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 $ 3000.00 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 T. M. JOHNSON AND WIFE, ALICE JOHNSON, 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~~ NINETY 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 T. M. JOHNSON AND WIFE, ALICE JOHNSON, 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 ELMO PHILLIPS 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 T. M. JOHNSON AND WIFE, ALICE JOHNSON,

and W. H. TUCKER AND WIFE, A. E. TUCKER AND J. T. TUCKER, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of NOVEMBER, 1937.

T. M. JOHNSON
ALICE JOHNSON
J. T. TUCKER
WM. H. TUCKER
A. E. TUCKER

~~ACKNOWLEDGMENT BEFORE NOTARY PUBLIC~~ ---

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, TIM WHITE, a Notary Public in and for said County and State, the within named T. M. JOHNSON AND WIFE, ALICE JOHNSON AND W. H. TUCKER, AND WIFE, A. E. TUCKER, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X, of the said X husband, the said X, having appeared before me privately and apart from said husband, 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 3RD day of NOVEMBER, 1937.

My commission expires JULY 16/1939.

(Seal) TIM WHITE
Notary Public.

~~ACKNOWLEDGMENT BEFORE NOTARY PUBLIC~~ --

STATE OF TENNESSEE, ~~DAVIDSON~~ HICKMAN COUNTY.

Personally appeared before me, S. S. CUNNINGHAM, a Notary Public in and for said County and State, the within named J. T. TUCKER AN UNMARRIED MAN, 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 X husband, the said X, having appeared before me privately and apart from X, 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,~~ CENTERVILLE, TENN. this 2 day of NOVEMBER, 1937.

My commission expires JAN. 1941.

(Seal) S. S. CUNNINGHAM,
Notary Public.

U.S.R.S. $3.50,
RECEIVED NOV. 4, 1937, AT 12:30 P.M.

FH

NUMBER 96797 RECORDED NOV. 5, 1937. A. J. LINX, ET UX TO S. S. GORDON, ET UX.

INSTALLMENT DEED

1041

FOR AND IN CONSIDERATION of the sum of FOURTEEN HUNDRED TWENTY FIVE AND NO/100 ($1425.00) DOLLARS of which ONE HUNDRED AND NO/100 DOLLARS has been paid in cash by S. S. GORDON AND WIFE, MAUDE GORDON, the receipt of which is hereby acknowledged, and for the remainder THIRTEEN HUNDRED TWENTY FIVE AND NO/100 DOLLARS the said S. S. GORDON AND WIFE, MAUDE GORDON

HAVE EXECUTED AND DELIVERED A SERIES OF 95 MONTHLY PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF A. J. LINX. THE FIRST OF THE SAID NOTES IS IN THE SUM OF $20.63 AND EACH SUCCEEDING NOTE IS SEVEN CENTS LESS THAT THE PRECEEDING NOTE EXCEPT THE LAST OR 95TH NOTE IS FOR $9.05. THE PRINCIPAL OF ALL OF THE NOTES EXCEPT THE LAST IS FOR $14.00, THE LAST NOTE BEING $9.00, AND INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE AND NONE OF THE SAID NOTES BEAR INTEREST UNTIL AFTER MATURITY. THE FIRST NOTE IS DUE DECEMBER 1ST, 1937, AND ANOTHER IS DUE AND PAYABLE ON THE FIRST DAY OF EACH SUCEEDING MONTH THEREAFTER UNTIL ALL HAVE MATURED.

I certify that I am the true and lawful holder of the claim secured by the instrument within recorded, and in such acknowledge the satisfaction thereof and discharge of the lien to the same in full. This 27 day of June 1941
Attest: J. C. Bates DEPUTY REGISTER

All 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

MATURITY

A. J. LINX AND WIFE, LOLA LINX,

By this day bargained and sold, and do hereby transfer and convey, unto the said S. S. GORDON AND WIFE, MAUDE GORDON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee as follows:

BEING THE EAST HALF OF LOT NO. 32 ON THE PLAN OF WEST END ANNEX, AS SUBDIVIDED BY SYLVAN PARK LAND COMPANY, AS OF RECORD IN BOOK 332, PAGE 61, R.O.D.C. TENN. SAID EAST HALF OF LOT NO. 32 FRONTS 50 FEET ON THE NORTHERLY SIDE OF COLORADO AVENUE, FORMERLY 9TH STREET OR AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 162.9 FEET, MORE OR LESS TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO A. J. LINX BY DEED FROM W. F. MILLER AND WIFE, ELLA MILLER OF RECORD IN BOOK 1025, PAGE 607, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

IN ADDITION TO THE PAYMENT OF THE ABOVE MENTIONED NOTES, THE GRANTEES HEREUNDER ALSO AGREE TO PAY TO THE HOLDER OF SAID NOTES EACH MONTH ONE-TWELFTH OF THE ESTIMATED ANNUAL AGGREGATE OF STATE, COUNTY AND CITY TAXES AND PREMIUMS FOR FIRE AND WINDSTORM INSURANCE, WHICH SAID GRANTEES ARE REQUIRED TO PAY AS HEREIN PROVIDED, AND FROM THE SUMS SO PAID THE HOLDER OF SAID NOTES SHALL PAY TAXES AND INSURANCE AS THEY MATURE; AND THE RIGHT OF THE HOLDER OF SAID NOTES TO DECLARE A DEFAULT AND FORECLOSURE SHALL EQUALLY APPLY TO DEFAULTS IN THE PAYMENT OF TAXES AND INSURANCE PREMIUMS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said S. S. GORDON AND WIFE, MAUDE GORDON, 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said S. S. GORDON AND WIFE, MAUDE GORDON, 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 S. S. GORDON AND WIFE, MAUDE GORDON, do hereby transfer and convey unto LOUIS R. LINX, 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.