- , the said STARLING G. NELSON & WIFE, GLADYS NELSON, , 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 $ 1,000.00 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.

THEY 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 THEY 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 THEY , the said STARLING G. NELSON & WIFE, GLADYS NELSON, , 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 THEY 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, THEY 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.

-- 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. -- 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 STARLING G. NELSON & WIFE, GLADYS NELSON, -- 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 JAMES W. SMITH, 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 JOHN M. HURT AND WIFE, ANNIE HURT,

and STARLING G. NELSON & WIFE, GLADIS NELSON , hereunto set our hands at NASHVILLE, , Tennessee, this the 15 day of DEC., , 193 8.

JOHN M. HURT
MRS. JOHN M. HURT
STARLING G. NELSON
GLADYS NELSON

~~ACKNOWLEDGMENT BEFORE NOTARY PUBLIC~~

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, THOMAS E. THOMPSON , a Notary Public in and for said County and State, the within named JOHN M. HURT AND WIFE, MRS. JOHN M. HURT - STARLING G. NELSON AND WIFE, GLADYS NELSON, the bargainorS , with whom I am personally acquainted, and who acknowledged that WE executed the within instrument for the purposes therein contained.

And XXXX , of the said having appeared before me privately and apart from husband , the said XX , acknowledged the execution of the said instrument to have XX 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~~ OLD HICKORY, Tennessee, this 17TH day of DECEMBER, , 193 7

My commission expires MAY 8, 1938

(Seal) THOS. E. THOMPSON.
Notary Public.

U.S.R.S. $1.50.
RECEIVED JAN. 24, 1938, AT 10:10 A.M.
FH

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

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 , of the said having appeared before me privately and apart from husband , the said , 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 X day of , 193

My commission expires X

(Seal)
Notary Public.

XX

J.A.E.

INSTALLMENT DEED

1041

FOR AND IN CONSIDERATION of the sum of NINE HUNDRED ($900.00) AND NO/100 DOLLARS of which THREE HUNDRED ($300.00) AND NO/100 DOLLARS has been paid in cash by SQUIRE PRATT, JR. AND WIFE HENRIETTA PRATT , the receipt of which is hereby acknowledged, and for the remainder SIX HUNDRED ($600.00) AND NO/100 DOLLARS the said SQUIRE PRATT JR. AND WIFE HENRIETTA PRATT

HAVE EXECUTED THEIR SIX JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, IN THE SUM OF ONE HUNDRED ($100.00) EACH. THE FIRST NOTE FALLING DUE APRIL 17, 1938, AND THE OTHERS EVERY THREE MONTHS THEREAFTER UNTIL ALL SAID NOTES HAVE BEEN PAID. SAID NOTES ARE PAYABLE TO THE ORDER OF FOUNT MAXWELL.

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 of the lien to secure the same in full. This 8 day of Feb 1939
Attest: [signature]
Deputy Register

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

WE, FOUNT MAXWELL AND WIFE JULIA MAXWELL

have this day bargained and sold, and do hereby transfer and convey, unto the said SQUIRE PRATT, JR. AND WIFE HENRIETTA PRATT, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A TRACT OF LAND IN THE 6TH, FORMERLY THE 8TH, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING THE SOUTHEAST PART OF LOT NO. 5 ON THE PLAN OF THE ENSLEY LANDS, AS OF RECORD IN PLAN BOOK NO. 1, PAGE 24, CHANCERY COURT AT NASHVILLE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE, THE SOUTHEAST CORNER OF SAID LOT NO. 5, BEING ALSO CHARLES WILKERSON'S NORTHEAST CORNER AND RUNNING THENCE NORTH 3° EAST, WITH THE WESTERN BOUNDARY LINE OF A TRACT OF LAND CONVEYED TO D. C. WILLIAMS, BY DEED FROM A. J. SHELTON AND WIFE, OF RECORD IN BOOK NO. 587, PAGE 170, REGISTER'S OFFICE FOR SAID COUNTY, 208 FEET TO THE SOUTHEAST CORNER OF A PART OF SAID LOT NO. 5 CONVEYED TO LIZZIE PETWAY, BY DEED FROM SQUIRE PRATT AND WIFE, OF RECORD IN BOOK NO. 496, PAGE 627, SAID REGISTER'S OFFICE; THENCE NORTH 67½° WEST WITH THE SOUTHERN BOUNDARY LINE PASSING THE SOUTHWEST CORNER OF SAID TRACT OF LAND, AND CONTINUING WITH THE SOUTHERN BOUNDARY LINE OF ANOTHER PART OF SAID LOT NO. 5, CONVEYED TO SQUIRE PRATT, BY DEED FROM LIZZIE PETWAY AND HUSBAND OF RECORD IN BOOK NO. 496, PAGE 626, SAID REGISTER'S OFFICE AND PASSING THE SOUTHWEST CORNER OF SAID LAST MENTIONED TRACT OF LAND, IN ALL 720 FEET TO A CORNER OF THE TRAVIS LAND; THENCE SOUTH 24½° WEST, WITH THE EASTERN BOUNDARY LINE OF SAID TRAVIS LAND, 480 FEET TO AN ELM ON THE NORTHERN BOUNDARY LINE OF SAID CHARLES WILKERSON TRACT OF LAND, THE SOUTHEAST CORNER OF SAID TRAVIS LAND; AND THENCE SOUTH 87¼° EAST, WITH SAID CHARLES WILKERSON'S NORTHERN BOUNDARY LINE, 854 FEET TO THE BEGINNING, CONTAINING 6 ACRES MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO FOUNT MAXWELL BY DEED OF RECORD IN BOOK 498, PAGE 609, SAID REGISTER'S OFFICE.

PURCHASER ASSUMES 1938 TAXES.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said SQUIRE PRATT, JR. AND WIFE, HENRIETTA PRATT, 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 SQUIRE PRATT JR. AND WIFE HENRIETTA PRATT, 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 SQUIRE PRATT JR. AND WIFE HENRIETTA PRATT,

do hereby transfer and convey unto WILLIAM O. LEE , 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.