WE , the said FATE F. STANFIELD AND WIFE, BESSIE STANFIELD, , 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 $ 400.00 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 FATE F. STANFIELD AND WIFE, BESSIE STANFIELD, , 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 ALSO 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 himWE 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 FATE F. STANFIELD AND WIFE, BESSIE STANFIELD, 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 H. J. LOVELACE, 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 W. A. GAILEY AND WIFE, DECIE GAILEY,

and FATE F. STANFIELD AND WIFE, BESSIE STANFIELD, , hereunto set our hands at NASHVILLE, , Tennessee, this the 19TH day of OCTOBER, , 193 7.

W. A. GAILEY
DECIE GAILEY

FATE F. STANFIELD
BESSIE STANFIELD

~~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 W. A. GAILEY AND WIFE, DECIE GAILEY & FATE F. STANFIELD AND WIFE, BESSIE STANFIELD, the bargainor S with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And , 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 25TH day of OCTOBER, , 193 7

My commission expires OCT. 17, 1939.

(Seal) LOUISE V. STEPHENS.
Notary Public.

U.S.R.S. $0.50.
RECEIVED FEB. 7, 1938, AT 10:25 A.M.
FH

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

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

And , 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 day of , 193

My commission expires

(Seal)
Notary Public.

NUMBER 100854 RECORDED FEB. 8, 1938. ELIZABETH B. THOMPSON TO C. D. OVERBEY, ET UX.

BROWN BUMBELL & DOUGE CO. NASHVILLE

V. J.A.E.

INSTALLMENT DEED

1041

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED FIFTY AND NO/100 ($450.00) DOLLARS

of which ONE HUNDRED FIFTY AND NO/100 ($150.00) DOLLARS has been paid in cash by C. D. OVERBEY AND WIFE, GRACE OVERBEY , the receipt of which is hereby acknowledged, and for the remainder THREE HUNDRED AND NO/100 ($300.00) DOLLARS the said C. D. OVERBEY AND WIFE, GRACE OVERBEY

HAVE EXECUTED THEIR 30 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF ELIZABETH B. THOMPSON IN THE SUM OF $10000 EACH, THE FIRST OF SAID NOTES FALLING DUE ON OR BEFORE MARCH 1, 1938 AND ONE ON THE SAME DATE OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID.

ITIS ALSO A CONDITION OF THIS SALE THAT THIS PROPERTY MAY BE USED FOR NO OTHER PURPOSE THAN RESIDENTIAL PROPERTY AND THAT NO DWELLING MAY BE ERECTED ON IT WI A VALUATION OF LESS THAN TWENTY-FIVE HUNDRED AND NO/100 ($2500.00) DOLLARS, FOR A PERIOD OF 25 YEARS FROM THE DATE OF THIS CONVEYANCE.

NOTE: THE PURCHASERS ASSUME AND AGREE TO PAY ALL 1938 TAXES ASSESSED AGAINST THE PROPERTY HEREIN CONVEYED.

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 1st day of Feb 1938
Attest: Elizabeth B. Thompson
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

I, ELIZABETH B. THOMPSON, A WIDOW,

have this day bargained and sold, and do hereby transfer and convey, unto the said C. D. OVERBEY AND WIFE, GRACE OVERBEY, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING A LOT OR TRACT OF LAND IN WEST NASHVILLE, A PART OF E. A. ELAM FIVE-ACRE TRACT OF LAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"BEGINNING AT A POINT IN THE SOUTHERLY MARGIN OF WYOMING AVENUE, FORMERLY SIXTH AVENUE, 150 FEET EAST OF THE EASTERLY MARGIN OF A PROPOSED EXTENSION OF FIFTIETH AVENUE, FORMERLY NINTH STREET, LOCATION OF SAID WYOMING AVENUE AND 50TH. AVENUE NORTH BEING SHOWN ON THE PLAN OF CHARLOTTE PARK COMPANY'S FIRST ADDITION AS OF RECORD IN BOOK 57, PAGE 103, R.O.D.C. TENNESSEE, AND RUNNING THENCE WITH THE SOUTHERLY MARGIN OF WYOMING AVENUE EASTWARDLY 50 FEET; THENCE SOUTHWARDLY AT RIGHT ANGEES 150 FEET TO A POINT; THENCE WESTWARDLY AT RIGHT ANGLES AND PARALLEL WITH THE SOUTHERLY MARGIN OF WYOMING AVENUE 50 FEET TO A POINT; THENCE NORTHWARDLY AT RIGHT ANGLES 150 FEET TO THE BEGINNING AND BEING A PART OF THE PROPERTY CONVEYED TO MRS. ELIZABETH THOMPSON BY DEED FROM J. J. CRADDOCK AND WIFE, WHICH IS OF RECORD IN BOOK 581, PAGE 454, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HERE MADE."

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said C. D. OVERBEY AND WIFE, GRACE OVERBEY, THEIR 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 C. D. OVERBEY AND WIFE, GRACE OVERBEY, 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 C. D. OVERBEY AND WIFE, GRACE OVERBEY,

do hereby transfer and convey unto H. W. ANTHONY , 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.