I , the said JESSIE SPEARMAN RACHEL, , 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.

I 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 I 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 I , the said JESSIE SPEARMAN RACHEL , 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 I 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, I 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.

I 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. I 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 JESSIE SPEARMAN RACHEL, - 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 HARRY A. LUCK, 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 N. MCK. BRYAN,

and JESSIE SPEARMAN RACHEL,
at - , Tennessee, this the 1ST day of APRIL, , 1938 , hereunto set our hands.

N. MCKAY BRYAN
DAISY SIMPSON BRYAN
JESSIE SPEARMAN RACHEL.

~~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 N. MCK. BRYAN AND DAISY SIMPSON BRYAN AND JESSIE SPEARMAN RACHEL,

the bargainors 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 having appeared before me privately and apart from X husband , the said XXX , 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. OLD HICKORY

Witness my hand and official seal at ~~Nashville,~~ Tennessee, this 2 day of MAY , 1938

My commission expires JULY 21/41

(Seal) T. H. PATTON.
Notary Public.

U.S.R.S. $0.50.
RECEIVED MAY 6, 1938, AT 10:01 A.M.
BH

X

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY. X

Personally appeared before me, , a Notary Public in and for said County and State, the within named X XX

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 X 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 X

(Seal)
Notary Public.

X

NUMBER 105327 RECORDED MAY 9, 1938. JOE WALKUP, ET UX TO HOWARD ELROD, ET UX.

31370 MARSHALL & BRUCE CO. NASHVILLE

V. 1041 F.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $1800.00 EIGHTEEN-HUNDRED AND NO/100 DOLLARS

of which ONE-HUNDRED ($100.00) AND NO/100 DOLLARS has been paid in cash by HOWARD ELROD AND WIFE LEATHA ELROD, , the receipt of which is hereby acknowledged, and for the remainder $1700.00 SEVENTEEN-HUNDRED AND NO/100 DOLLARS the said HOWARD ELROD AND WIFE LEATHA ELROD

HAVE EXECUTED THEIR ONE-HUNDRED-FOURTEEN (114) JOINT PROMISSORY NOTES, ALL DATED APRIL 30TH, 1938, OF WHICH NOTES THE FIRST 113 ARE EACH IN THE SUM OF $15.00 DOLLARS, AND THE LAST NOTE BEING FOR FIVE ($5.00) DOLLARS THE FIRST ONE OF SAID NOTES DUE AND PAYABLE ON JUNE 1ST, 1938, OTHERS ONE ON OR BEFORE THE FIRST DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL OF SAID NOTES MATURE, ALL OF WHICH NOTES DUE AND PAYABLE TO JOE WALKUP, OR ORDER.

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, JOE WALKUP AND WIFE MOLLIE D. WALKUP

have this day bargained and sold, and do hereby transfer and convey, unto the said HOWARD ELROD AND WIFE LEATHA ELROD, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PARTS OF LOTS NOS. 14 AND 15 ON THE MAP OF ASHTON'S SUBDIVISION OF L. M. LEWIS FARM AT BORDEAUX, AS OF RECORD IN BOOK NO. 421, PAGE 19, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE.

SAID PARTS OF LOTS NOS. 14 AND 15 FURTHER DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING ON THE NORTH MARGIN OF ELIZABETH AVENUE AT A POINT 100 FEET EASTERLY FROM THE OLD HYDES FERRY PIKE AND SAID ELIZABETH AVENUE; THENCE WITH SAID NORTHERLY MARGIN OF SAID ELIZABETH AVENUE AND EASTERLY ONE-HUNDRED (100) FEET TO A POINT AND THE DIVIDING LINE BETWEEN LOT 13, AND 14, 15 IN SAID SUBDIVISION, THENCE WITH SAID DIVIDING LINE AND NORTHERLY 155 FEET TO A DEAD LINE; THENCE WITH SAID DEAD LINE AND WESTERLY ONE-HUNDRED (100) FEET TO A POINT; THENCE SOUTHERLY 155 FEET TO THE PLACE OF BEGINNING, THIS BEING THE SAME PROPERTY CONVEYED IN DEED FROM E. O. MARTIN AND WIFE MARY MARTIN TO JOE WALKUP ON APRIL 4TH, 1938 SEE DEED OF RECORD IN BOOK NO. 1082, PAGE 142, SAID REGISTER'S OFFICE.

NOTE: IN DEED OF RECORD IN BOOK NO. 853, PAGE 133, SAID REGISTER'S OFFICE THE WITHIN PROPERTY WAS CONVEYED BY THE GRANTORS HEREOF THE RIGHT TO LAY WATER PIPES IN AND THROUGH THE PROPERTY HEREIN CONVEYED AND DESCRIBED, AND THE SAME MENTION OF THE SAME WAS MADE IN DEED ALSO OF RECORD IN BOOK NO. 876, PAGE 374, OF SAID REGISTER'S OFFICE, AND THE GRANTORS HEREOF SAY SAID WATER PIPES HAVE NEVER BEEN LAID AND SAID GRANTORS HEREBY RELINQUISH SAID RIGHT.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HOWARD ELROD AND WIFE LEATHA ELROD, 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 HOWARD ELROD AND WIFE LEATHA ELROD, 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 HOWARD ELROD AND WIFE LEATHA ELROD, HER do hereby transfer and convey unto LOUISE MAXWELL , 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.