I, , the said FRANK W. HUDSON , 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 $ 1100900 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 FRANK W. HUDSON (, 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 FRANK W. HUDSON 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.F. TODD, 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 JEFFERSON REALTY COMPANY

and FRANK W. HUDSON

at NASHVILLE , Tennessee, this the 17 day of SEPT. , hereunto set our hands , 1937 .

FRANK W. HUDSON
BESSIE M. HUDSON
(SEAL) JEFFERSON REALTY COMPANY
BY DEMENT COOPER PRES.

ATTEST H.F.TODD,
SECY'

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ESTELLE M. STECKER, a Notary Public in and for said County and State, the within named FRANK W. HUDSON

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

having appeared before me privately and apart from husband , the said

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, this 17TH day of SEPTEMBER , 1937 .

My commission expires APRIL 24, 1938

(Seal) ESTELLE M. STECKER
Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BEFORE ME ELEANOR S. WATERS, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE DULY COMMISSIONED AND QUALIFIED PERSONALLY APPEARED DEMENT COOPER AND H.F. TODD, WITH WHOM I AM PERSONALY ACQUAINTED AND WHO UPON THEIR OATHS ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY RESPECTIVELY OF THE JEFFERSON REALTY COMPANY THE WITHIN NAMED BARGAINOR A CORPORATION AND THAT THEY AS SUCH PRESIDENT AND SECRETARY BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTIANED BY THE SAID DEMENT COOPER SUBSCRIBING THERETO THE NAME OF THE CORPORATION AND THE SAID H.F. TODD ATTESTING SAME AS SECRETARY SAID CORPORATION HAVING NO CORPORATE SEAL WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE THIS THE DAY OF SEPTEMBER 1937.

(SEAL) ELEANOR S. WATERS,
NOTARY PUBLIC

MY COMMISSION EXPIRES 5-1-38

RECEIVED SEPT. 18TH, 1937 AT11;33 A. M. U.S.R.S $1.00

NUMBER 94318 RECORDED SEPT. 20, 1937. GEO. J. CURLEY, ET UX TO MRS. MYRTLE G. DAWSON.

INSTALLMENT DEED

1055

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED FIFTY & NO/100 ($550.00) DOLLARS

of which ONE HUNDRED AND NO/100 ($100.00) DOLLARS has been paid in cash by MRS. MYRTLE GILLENTINE DAWSON , the receipt of which is hereby acknowledged, and for the remainder FOUR HUNDRED FIFTY & NO/100 ($450.00) DOLLARS

the said MRS. MURTLE GILLENTINE DAWSON AND HER HUSBAND, W. J. DAWSON

HAVE THIS DAY EXECUTED THEIR FORTY-FIVE (45) PROMMISSORY NOTES FOR $10.00 EACH, PAYABLE TO THE ORDER OF GEO. J. CURLEY, THE FIRST FALLING DUE OCTOBER 17TH 1937 AND THE OTHERS ONE ON THE 17TH DAY OF EACH AND EVERY MONTH CONSECUTIVELY THEREAFTER UNTIL ALL HAVE BEEN PAID, BEARING SIX PER CENT INTEREST FROM DATE, WHICH INTEREST HAS BEEN COMPUTED AND ADDED IN THE FACE OF SAID NOTES, MAKING THE FIRST NOTE FOR THE SUM OF $12.25 AND THE OTHERS DECREASING AT A RATE OF FIVE (5¢) CENTS PER MONTH UNTIL ALL HAVE BEEN PAID, MAKING THE LAST NOTE FOR $10.05. IT IS UNDERSTOOD AND AGREED THAT ANYONE OR ALL OF THIS SERIES OF NOTES MAY BE TAKING UP BEFORE MATURITY AT A DISCOUNT OF FIVE (5¢) CENTS PER MONTH FOR THE TIME UNEXPIRED, PROVIDED THAT THEY BE TAKEN UP IN THE ORDER OF THEIR MATURITY, AND

PROVIDING FOR PAYMENT OF ATTORNEY FEES, AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST, AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED, WE, GEO. J. CURLEY AND WIFE, TESSIE CURLEY HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID MRS. MYRTLE GILLENTINE DAWSON, HER HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS;

BEING LOT NO. 31 IN BLOCK "L" ON THE PLAN OF CHEROKEE PARK, 3RD SECTION, AS OF RECORD IN BOOK NO. 843, PAGES 2 AND 3 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO. 31 FRONTS 60 FEET ON THE WESTERLY SIDE OF CHEROKEE ROAD AND RUNS BACK 132.75 FEET ON THE SOUTHERLY LINE AND 134.75 FEET ON THE NORTHERLY LINE TO A DEAD LINE AND MEASURES 60.03 FEET THEREON.

~~SAID LOT NO. 31 FRONTS 60 FEET ON THE WESTERLY SIDE OF CHEROKEE ROAD AND RUNS BACK 132.75 FEET ON THE SOUTHERLY LINE AND 134.75 FEET ON THE NORTHERLY LINE TO A DEAD LINE AND MEASURES 60.03 FEET THEREON.~~

AND BEING THE SAME PROPERTY CONVEYED TO THE UNDERSIGNED GEO. J. CURLEY BY DEED OF W. F. RANDOLPH OF RECORD IN BOOK NO. 819, PAGE 169 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THIS CONVEYANCE IS MADE SUBJECT TO THE CERTAIN RESTRICTIONS, LIMITATIONS AND CONDITIONS CONTAINED IN DEED FROM W. F. RANDLOPH TO GEO. J. CURLEY OF RECORD IN BOOK NO. 819, PAGE 169 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS. MYRTLE GILLENTINE DAWSON, HER 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. , EXCEPT TAXES FOR THE YEAR 1937, WHICH SAID PURCHASER ASSUMES. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said MRS. MYRTLE GILLENTINE DAWSUN, 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 US in hand paid WE , the said W. J. DAWSON AND WIFE, MYRTLE GILLENTINE DAWSON, do hereby transfer and convey unto P. J. MURPHY , 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.