WE , the said WILLIAM PAYNE AND WIFE, EWELL PAYNE , 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 $ 1000.00 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 WILLIAM PAYNE AND WIFE EWELL PAYNE , 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 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 WILLIAM PAYNE AND WIFE EWELL PAYNE 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 WILEY C.WILSON,JR 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 WILLIAM PAYNE AND WIFE EWELL PAYNE

and W.C. HOLDER AND WIFE, ANNIE HOLDER

at NASHVILLE , Tennessee, this the 22ND day of SEPT , hereunto set our hands , 193 7.

WISSNEST TO ANNIE HOLDER

OCIA OLA SOWELL
LELA E.VANCE

W.C. HOLDER
ANNIE HOLDER
WM PAYNE
MRS. EWELL PAYNE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WILEY C. WILSON, SR , a Notary Public in and for said County and State, the within named WILLIAM PAYNE AND WIFE EWELL PAYNE AND W.C. HOLDER AND WIFE, ANNIE HOLDER

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 having appeared before me privately and apart from husband , the said X , acknowledged the execution of the said instrument to have been done by X 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 22ND day of SEPT , 193 7.

My commission expires JULY 20 1939

U,S.R.S. $1.50

(Seal) WILEY C. WILSON SR
Notary Public.

REC'D OCT 7,1937 AT 11:50 A.M

28071 National Numbering

INSTALLMENT DEED

1055

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND DOLLARS ($1000.00) DOLLARS

of which ONE HUNDRED DOLLARS has been paid in cash by BEN FITZGERALD, AND WIFE ANNIE FITZGERALD the receipt of which is hereby acknowledged, and for the remainder NINE HUNDRED AND 00/100 ($900.00) DOLLARS the said BEN FITZGERALD AND WIFE, ANNIE FITZGERALD, HAVE THIS DAY EXECUTED AND DELIVERED SIXTY (60) NOTES IN THE SUM OF FIFTEEN DOLLARS EACH, MAKING A TOTAL OF NINE HUNDRED DOLLARS, EACH NOTE CARRYING ITS OWN INTEREST, THE FIRST NOTE FALLING DUE ON OR BEFORE OCTOBER TWENTY THIRD, 1937, AND ONE NOTE FALLING DUE ON OR BEFORE THE TWENTY THIRD OF EACH FOLLOWING MONTH, UNTIL ALL SIXTY NOTES ARE PAID, AND PAYABLE TO THE ORDER OF MRS. HULDA GREENBERG AND ALVIN N.GREENBERG, SAID NOTES BEARING SIX PER CENT INTEREST FROM DATE, 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, MRS. HULDA GREENBERG, AND ALVIN N.GREENBERG HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID BEN FITZGERALD AND WIFE, ANNIE FITZGERALD, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING THE SAME PROPERTY CONVEMED TO MRS. HULDA GREENBERG, AND ALVIN N.GREENBERG BY DEED OF MARY MURPHY, A WIDOW, AND DAUGHTER, JOHNNY MCADOO, DATED SEPTEMBER 24TH, 1936, AND RECORDED IN BOOK 1005, PAGE 235 R.O.D.C. AS FOLLOWS: LOT NUMBER ONE IN SHANKLAND'S RESUBDIVISION OF LOT NUMBER 7 IN THE SUBDIVISION OF LOT NUMBER 33 IN OWENS BUENA VISTA PLAN OF LOTS AS OF RECORD IN BOOK 57 PAGE 26, R.O.D.C. FRONTING 50 FEET ON THE EASTERLY SIDE OF FOURTEENTH AVENUE NORTH (OR NANCE STREET) AND RUNS BACK BETWEEN PARALLEL LINES ALONG THE MARGIN OF ADAMS STREET, MORE OR LESS, ONE HUNDRED AND SEVENTEEN FEET TO AN ALLEY.

I declare that I am the true and lawful holder of the claim secured by the instrument within mentioned and forged and hereby authorize the satisfaction thereof and discharge of the lien to secure the same in full. This 22 day of Sept, 1941

B. M. Greenberg

DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said BEN FITZGERALD AND ANNIE FITZGERALD, 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 BEN FITZGERALD AND WIFE, ANNIE FITZGERALD, 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 ME WE , the said BEN FITZGERALD AND WIFE ANNIE FITZGERALD do hereby transfer and convey unto MILTON GREENBERG , 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.