- , the said - , 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.

-- 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 -- 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 WILLIAM J.FLOWERS & WIFE, MALINDA ANDERSON FLOWERS, , 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.

THEY 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. THEY 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 J.FLOWERS & WIFE, MALINDA 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 R.D.STANFORD, 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 R.D.STANFORD & W.H.CRISWELL,

and WILLIAM J.FLOWERS & WIFE, MALINDA ANDERSON FLOWERS,

at DONELSON , Tennessee, this the 1ST day of NOV. , 193 7 . , hereunto set our hands

R.D.STANFORD

W.H.CRISWELL

WILLIAM J.FLOWERS

MALINDA ANDERSON FLOWERS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E.H.HOOPER, , a Notary Public in and for said County and State, the within named R.D.STANFORD & W.H.CRISWELL AND WILLIAM J.FLOWERS & WIFE, MALINDA ANDERSON FLOWERS ,

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

having appeared before me privately and apart X 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~~, DONELSON, Tennessee, this 1ST day of NOVEMBER, , 193 7 .

My commission expires JULY 2, 1939.

(Seal) E.H.HOOPER, Notary Public.

U.S.R.S. $1.00

RECD NOV. 30, 1937 AT 11:15 A.M.

MM

NUMBER 98002 RECORDED DEC 3RD,1937 J.E. CHRISMAN ET UX, TO ERNEST JAMISON

INSTALLMENT DEED

1055

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED ($500.00) DOLLARS

of which ONE HUNDRED AND FIFTY ($150.00) DOLLARS has been paid in cash by ERNEST JAMISON , the receipt of which is hereby acknowledged, and for the remainder THREE HUNDRED AND FIFTY ($350.00) DOLLARS

the said ERNEST JAMSSON HAS EXECUTED TWENTY NINE (29) PROMISSORY LIEN NOTES TO J.E. CHRISMAN THE FIRST 28 NOTES FOR $12.00 EACH AND THE LAST NOTE FOR $14.00; THE FIRST NOTE DUE ONE MONTH AFTER DATE, AND THE OTHER NOTES DUE ONE ON THE FIRST OF EACH SUCCEEDING MONTH THEREAFTER ALL THESE NOTES BEING DATED OCT. 1, 1937.

ALL OF 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 WE, JOSEPH E. CHRISMAN AND WIFE ILA CHRISMAN HAVE THIS DAY BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID ERNEST JAMISON HIS HEIRS AND ASSIGNS CERTAIN REAL ESTATE IN DAVIDSON COUNTY TENNESSEE, AS FOLLOWS;

IT BEING THE SOUTH ONE HUNDRED AND FIFTY FEET OF THE NORTH 250 FEET OF THE EAST HALF OF BLOCK 13, IN THE MAP OF MIDWAY (MIDWAY) AS OF RECORD IN BOOK 421 PAGE 11 OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY TENN. SAID LOT FRONTING ONE HUNDRED AND FIFTY FEET ON THE WEST SIDE OF 29TH AV NORTH (FORMERLY FERN ST) AND RUNNING BACK WESTERLY 150 FEET BETWEEN PARALLEL LINES TO AN ALLEY; THIS LOT LYING JUST SOUTH OF A 100 FOOT LOT DEEDED TO ERNEST JAMISON APRIL 2, 1928 BY BESSIE CHRISMAN ET ALLAS PER RECORD IN BOOK 664 PAGE 185, OF SAID REGISTERS OFFICE AND THIS LOT BEING THE SOUTH 150 FEET OF THE LOT DEEDED BY JOS.E. CHRISMAN TO HIS MOTHER BESSIE CHRISMAN FEB. 1926 BY DEED OF RECORD IN BOOK 689 PAGE 758 OF SAID REGISTERS OFFICE.

SAID BESSIE CHRISMAN MOTHER OF CONVEYOR HEREIN DIED INTESTATE IN CHICAGO ILL, LEAVING HER SON JOSEPH E. CHRISMAN (CONVEYOR HEREIN) AS HER ONLY SURVIVING CHILD ONLY SURVING ISSUE DISTRIBUTEE AND HEIR AT LAW, HER HUSBAND ED CHRISMAN HAD DIED INTESTATE LONG BEFORE SHE DIED, SHE HAD ONLY ONE OTHER CHILD MARY LENA - WHOE DIED INTESTATE AND WITHOUT ISSUE , BEFORE HER MOTHER DIED.

WHICH FACTS ARE SHOWN BY THE AFFIDAVITS OF MRS. E. B. HARPOLE WITNESSE HAUNIE AND NOAH W. COOPER HERETO ATTACHED AND MADE PART HEREOF.
***

ALL SAID BESSIE CHRISMAN DEBTS AND FUNERAL HAVE BEEN PAID, CONVEYOR HEREIN JOSEPH E. CHRISMAN IS THE SOLE OWNER OF THIS LOT; HAVING INHERITED THE SAME FROMHIS MOTHER BESSIE TO WHOM HE HAD, FOR LOVE OF HER CONVEYED THIS LOT I, JOSEPH E. CHRISMAN CONVEYOR HEREIN MAKE OATH THAT ALL THE ABOVE STATEMENTS ARE TRUE .

I declare that I am the true and lawful Holder of the claim secured by the instrument recorded, and hereby acknowledge the satisfaction thereof and discharge the same in full. This 5 day of Dec 1937

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said forever, ERNEST JAMISON HIS heirs and assigns, 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 ERNEST JAMISON HIS 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 ERNEST JAMISON AND WIFE BEULAH JAMISON HER do hereby transfer and convey unto MRS. E. B. HARPOLE, , 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.