WE , the said LEONARD HENRY KELLY AND WIFE, ANNIE VIRGINIA KELLY , 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.

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 LEONARD HENRY KELLY AND WIFE, ANNIE VIRGINIA KELLY , 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 duly 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 of 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 LEONARD HENRY KELLY AND WIFE, ANNIE VIRGINIA KELLY, 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 ALBERT H. THOMAS, ASSISTANT VICE-PRESIDENT AS AFORESAID, 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~~ NASHVILLE TRUST COMPANY, AS EXECUTOR AND TRUSTEE, UNDER THE WILL OF LOUISA NELSON, DECEASED, AS AFORESAID HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS, AND ITS CORPORATE SEAL TO BE AFFIXED, and LEONARD HENRY KELLY AND WIFE, ANNIE VIRGINIA KELLY, , hereunto set our hands at NASHVILLE, , Tennessee, this the 20TH day of APRIL , 1938.

(SEAL) NASHVILLE TRUST COMPANY, AS EXECUTOR AND TRUSTEE UNDER THE WILL OF LOUISA NELSON, DECEASED
BY CHAS. NELSON, PRESIDENT

ATTEST:
W. W. MCNEILLY, SECRETARY.

LEONARD HENRY KELLY
ANNIE VIRGINIA KELLY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRED K. JONES , a Notary Public in and for said County and State, the within named LEONARD HENRY KELLY AND WIFE, ANNIE VIRGINIA KELLY,

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 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 20 day of APRIL, , 1938.

My commission expires OCT. 15, 1939

(Seal) ~~FRED K. JONES~~, Notary Public.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.
PERSONALLY APPEARED BEFORE ME, RUTH F. WILLIAMS, A NOTARY PUBLIC, IN AND FOR THE STATE AND COUNTY AFORESAID, CHAS. NELSON, AND W. W. MCNEILLY, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY, RESPECTIVELY, OF THE NASHVILLE TRUST COMPANY, THE BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND SECRETARY, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF SAID CORPORATION, AS EXECUTOR AND TRUSTEE UNDER THE WILL OF LOUISA NELSON, DECEASED, FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION, AS SUCH EXECUTOR AND TRUSTEE, BY THE SAID CHAS. NELSON, AS PRESIDENT, AND BY AFFIXING ITS CORPORATE SEAL AND ATTESTING THE SAME BY W. W. MCNEILLY, AS SUCH SECRETARY.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 21ST DAY OF APRIL, 1938.
U S R S 504 (SEAL) RUTH F. WILLIAMS, NOTARY PUBLIC.
MY COM. EXPIRES: OCT 31ST, 1939.
RECEIVED APRIL 22, 1938, AT 3:34 P.M.

NUMBER 10458 4 RECORDED APRIL 25, 1938 C.B. KELLEY TO MAI E. WEIS

37760 MARSHALL & BRUCE CO. NASHVILLE

J.A.E.

INSTALLMENT DEED

1088

FOR AND IN CONSIDERATION of the sum of FIFTY-SEVEN HUNDRED FIFTY AND NO/100THS DOLLARS

of which SIX HUNDRED FIFTY AND NO/100THS DOLLARS has been paid in cash by MAI E. WEIS , the receipt of which is hereby acknowledged, and for the remainder OF FIFTY-ONE HUNDRED & NO/100THS DOLLARS

the said MAI E. WEIS & HUSBAND ~~& NO/100THS~~ Geo. F. Weis

HAVE EXECUTED THEIR LIEN PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF C.B. KELLEY, AND DUE ON OR BEFORE 30 DAYS AFTER DATE; SAID NOTES PROVIDING FOR PAYMENT OF ATTORNEY FEES, AND TO SECURE THE PAYMENT OF SAID NOTE AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED , I, C.B. KELLEY, UNMARRIED HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID MAI E. WEIS, HER HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING LOT NO. 1 ON THE MAP SHOWING THE RESUBDIVISION BY C.B. KELLEY & COMPANY OF CERTAIN LOTS IN THE CLEARVIEW SUBDIVISION, WHICH LATTER SUBDIVISION IS RECORDED IN PLAN BOOK 843, PAGE 8, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED ACCORDING TO AN UNRECORDED COPY OF A SURVEY THEREOF MADE JAN 26, 1937, BY S.R. SANFORD, CIVIL ENGINEER, AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY MARGIN OF WOODMONT CIRCLE AT AN IRON PIN, THE CORNER OF LOTS NOS. 1 AND 2 OF SAID KELLEY PLAN; THENCE WITH THE LINE BETWEEN SAID LOTS NORTHERLY 184 FEET 7 INCHES TO AN IRON PIN, THE CORNER OF LOT NO. 4 OF THE KELLEY PLAN AND ALONG THE LINE OF LOT NO. 77 ON THE CLEARVIEW PLAN, EASTERLY 75 FEET TO AN IRON PIN, THE COMMON CORNER OF LOTS NOS. 78 AND 77 OF SAID CLEARVIEW PLAN; THENCE WITH THE LINE BETWEEN LOTS NOS. 77 AND 78 AND ALONG THE WEST LINE OF PARTS OF LOTS NOS. 40 AND 41 OF THE KENNER-MANOR LAND COMPANY'S SUBDIVISION, SOUTHERLY 184 FEET 7 INCHES TO THE NORTH MARGIN OF WOODMONT CIRCLE; THENCE WITH THE MARGIN OF THE SAME WESTERLY 75 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE PROPERTY CONVEYED TO C.B. KELLEY BY DEED FROM MRS. ELLA PARMER, OF RECORD IN BOOK 954 PAGE 372, SAID REGISTER'S OFFICE.

X Thence along the south line of lot No 4 of the Kelley Plan

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 day of , 1938

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 22nd day of April, 1938

Attest:

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MAI E. WEIS, HER 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.

EXCEPT FOR 1938 TAXES, WHICH PURCHASER ASSUMES AND AGREES TO PAY.

I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said MAI E. WEIS, 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 MAI E. WEIS & HUSBAND GEO. F. WEIS do hereby transfer and convey unto HENRY GOODPASTURE , 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.