WE , the said L..A BURT AND WIFE, GEORGIA B. BURT , 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 $ 1500.00 FIRE AND TORNADO 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 L. A.BURT AND WIFE, GEORGIA B. BURT, THEIR , 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 L. A. BURT AND WIFE, GEORGIA B. BURT, 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 CHAS. F. LOVELL 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 ~~L. A. BURT AND WIFE, GEORGIA B. BURT~~ HAVE HEREUNTO SET OUR HANDS ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ AND ITS *Corporated* SEAL
AND THE COMMERCE UNION BANK HAS CAUSED ITS CORPORATE NAME TO BE HERETO SIGNED/~~XXXXXXXXXXXXXXXX~~
AFFIXED BY ITS PROPERLY AUTHORIZED OFFICERS AT
at NASHVILLE , Tennessee, this the 15TH day of AUGUST , 193 8 .

(Seal) COMMERCE UNION BANK

BY; J. H. TIDMAN, TRUST OFFICER
L.A. Burt
GEORGIE B. BURT

ATTEST:
C. D. RIPPEY
ASST. TRUST OFFICER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, F. R. PEGRAM , a Notary Public in and for said County and State, the within named L..A. BURT AND WIFE, GEORGIA B. BURT

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 X 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 15TH day of AUGUST , 193 8 .

~~My commission expires~~ COM. EXPIRES 4.7/1940 (Seal) F. R. PEGRAM
Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

ON THIS 15TH DAY OF AUGUST 1938, BEFORE ME F. R. PEGRAM A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, APPEARED J. H. TIDMAN AND C. D. RIPPEY TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN DID SAY THAT THEY ARE TR. OFFICER AND ASST. TRUST OFFICER RESPECTIVELY OF THE COMMERCE UNION BANK A CORPORATION AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT SAID INSTRUMENT WAS SIGNED WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND THE SAID J. H. TIDMAN AND C. D. RIPPY ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE IN NASHVILLE, TENNESSEE, ON THIS THE DAY AND DATE AFORESAID.

(SEAL) F. R. PEGRAM
NOTARY PUBLIC

MY COM. EXPIRES APRIL 7, 1940

U.S.R.S. $2.00
REC'D AUG 16, 1938 AT 10/10 A.M.
TP

37798 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1088

FOR AND IN CONSIDERATION of the sum of ELEVEN HUNDREQ AND NO/100 ($1100.00) - - - - - DOLLARS of which FIFTEEN AND NO/100 0$15.00) - - - - - - - - - - - - - - - - - DOLLARS has been paid in cash by FLOYD MISHLER AND WIFE, VIOLITT MISHLER , the receipt of which is hereby acknowledged, and for the remainder TEN HUNDRED EIGHTY FIVE AND NO/100 ($1085.00) - - - - - - - - - - - - - - - - - - DOLLARS the said FLOYD MISHLER AND WIFE, VIOLITT MISHLER HAVE EXECUTED THEIR 73 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF J. J. ARLEDGE. 72 OF SAID NOTES BEING IN THE SUM OF $15.00 EACH AND THE 73RD NOTEBEING FOR $5.00 AND INTEREST. THE INTEREST ON THE 72 NOTES HAS BEEN COMPUTED AND ADDED TO THE FACE OF EACH NOTE MAKING THE FIRST NOTE AMOUNT TO $20.32 AND EACH NOTE THEREAFTER DECREASING 7½¢ MAKING THE LAST $15.00 NOTE AMOUNT TO $15.08 THE FIRST OF SAID NOTES FALLS DUE ON DECEMBER 12, 1935 AND ONE ON THE 12TH. DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID.

NOTE: THE PURCHASER IS GRANTED THE PRIVILEGE OF PAYING ANY PART OR ALL OF THESE NOTES BEFORE THEY ARE DUE.

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, I, J. J. ARLEDGE, A WIDOWER, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID FLOYD MISHLER AND WIFE, VIOLITT MISHLER, THEIR HEIRS AND ASSIGNS CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING LOT NO. 5 IN BLOCK 18, CHEROKEE PARK SUBDIVISION AS OF RECORD IN BOOK NO. 161 PAGE 75 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO. 5 FRONTS 50 FEET ON THE NORTH SIDE OF CALIFORNIA AVENUE AND EXTENDS BACK NORTHWARDLY, BETWEEN PARALLELLINES AND WITH THE EAST MARGIN OF 19TH STREET, NOW SIXTIETH AVENUE NORTH, 150 FEET TO AN ALLEY 25 FEET WIDE, AND MEASURES 50 FEET ON SAID ALLEY.

BEING THE SAME PROPERTY CONVEYED TO J. J. ARLEDGE BY DEED OF M. E. ANDERSON AND WIFE, T. E. ANDERSON DATED OCTOBER 21, 1922 AND RECORDED IN BOOK 611, PAGE 562, R.O.D.C. TENNESSEE, TO WHICH REFERENCE IS HERE MADE.

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 of the lien the same in full. This 17 day of Dec 1941
J. J. Arledge
Attest *[signature]*
DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FLOYD MISHLER AND WIFE, VIOLITT MISHLER, THEIR heirs and assigns, forever, I DO 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.

AND I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said FLOYD MISHLER AND WIFE, VIOLITT MISHLER, 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 FLOYD MISHLER AND WIFE, VIOLITT MISHLER do hereby transfer and convey unto H. J. LOVELACE , 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.