WE , the said JAMES CARROLL GREER AND WIFE, EDNA GARRETT GREER 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 JAMES CARROLL GREER AND WIFE, EDNA GARRETT GREER , 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, 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 JAMES CARROLL GREER AND WIFE, 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 A.J. LINX 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 ANDREW NEWSOM AND WIFE, SADIE NEWSOM

and JAMES CARROLL GREER AND WIFE, EDNA GARRETT GREER, , hereunto set our hands

at NASHVILLE , Tennessee, this the 9TH day of SEPT , 1938.

ANDREW NEWSOM
SADIE NEWSOM
JAMES CARRELL GREER
EDNA GARRETT GREER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOE W. RIVES Sadie Newsom, a Notary Public in and for said County and State, the within named ANDREW& NEWSOM AND WIFE, ~~EDNA GARRETT GREER~~, AND JAMES CARROLL GREER AND WIFE, EDNA GARRETT GREER

the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And , wife of the said

having appeared before me privately and apart from husband , the said , 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 10 day of SEPT , 1938.

My commission expires JULY 2ND 1939

(Seal) JOE W. RIVES
Notary Public.

U,S,R,S, $1.00
REC'D SEPT 12,1938 AT 3:01 P.M.

INSTALLMENT DEED

1088

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND SIX HUNDRED FIFTY ($2650.00) AND/NO/100 DOLLARS of which EIGHT HUNDRED AND NO/100 ($800.00) DOLLARS has been paid in cash by JAMES HERBERT JONES AND WIFE, LILLIE J./JONES, the receipt of which is hereby acknowledged, and for the remainder NAMELY, ONE THOUSAND EIGHT HUNDRED FIFTY AND NO/100 ($1850.00) DOLLARS the said JAMES HERBERT JONES AND WIFE, LILLIE J. JONES, HAVE EXECUTED AND DELIVERED TO SUSIE ELIZA LOWE, MRS. JESSIE EDDA LOWE JORDAN, AND MRS. MARY ELLA LOWE TURNER THEIR SIX (6) JOINT PROMISSORY NOTES OF EVEN DATE, THE FIRST FOUR OF WHICH ARE IN THE SUM OF $108.00 EACH, THE FIFTH ONE IN THE SUM OF $118.00, AND THE SIXTH AND LAST ONE IN THE SUM OF $1300.00. AND THE FIRST ONE OF SAID SIX NOTES MATURES ON MARCH 1, 1939, AND THE OTHERS SEMI-ANNUALLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE, AND ALL OF SAID NOTES BEAR INTEREST AT THE RATE OF 6% PER ANNUM PAYABLE SEMI-ANNUALLY ON THE WHOLE AMOUNT OF THE UNPAID PRINCIPAL FOR WHICH INTEREST NOTES HAVE BEEN EXECUTED.

ANY ONE, OR ALL OF THE FOREGOING DESCRIBED PRINCIPAL NOTES MAY BE PAID AT ANY TIME PRIOR TO MATURITY.

ALL OF SAID NOTES PROVIDING FOR PAYMENT OF ATRORNEY 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, SUSIE ELIZA LOWE, WIDOW OF THE LATE THOMAS J.LOWE, AND JESSIE EDDA LOWE JORDAN, DAUGHTER OF THE SAID THOMAS J.LOWE AND HUSBAND JOHN D. JORDAN , AND MARY ELLA LOWE TURNER, DAUGHTER OF SAID THOMAS J. LOWE, AND HUSBAND FRANK T. TURNER, BEING ALL OF THE HEIRS AT LAW TO THE LATE THOMAS J. LOWE HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID JAMES HERBERT JONES AND WIFE, LILLIE J. JONES, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

THREE TRACTS OF LAND IN THE 10TH, FORMERLY THE 22ND CIVIL DISTRICT OF DAVIDSON COUNTY, TENN., BEING LOT NO.1 ON THE PLAN OF THE SUBDIVISION OF THE HOME PLACE OF MALACHI LOWE , DECEASED, CONTAINING SEVEN AND 16/100 (7.16) ACRES AND TWO TRACTS IMMEDIATELY EAST OF SAID LOT AND DESCRIBED TOGETHER AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF A LANE CALLED LOWE AVENUE AND THE OLD DICKERSON TURNPIKE ROAD; AND RUNNING THENCE 19¾ DEGREES WEST WITH THE WESTERLY MARGIN OF SAID OLD ROAD 35.8 POLES; THENCE SOUTH 86½ DEGREES WEST 88.5 POLES, MORE OR LESS TO THE SOUTHWEST CORNER OF SAID LOT NO.1; THENCE NORTH 2½ DEGREES EAST, WITH THE WESTERN LINE OF SAID LOT NO.1, 32.75 POLES, MORE OR LESS, TO THE SOUTHERLY MARGIN OF SAID LANE OR AVENUE ; AND THENCE NORTH 86½ DEGREES EAST WITH THE SOUTHERLY MARGIN OF SAID AVENUE OR LANE 97.4 PODES, MORE OR LESS, TO THE BEGINNING CONTAINING IN ALL 19.16 ACRES MORE OR LESS, BEING THE SAME THREE TRACTS OF LAND CONVEYED TO THOMAS J. LOWE BY DEED FROM WILLIAM F. LOWE ET AL OF RECORD IN BOOK 253, PAGE 275 BY DEED FROM MALACHI LOWE OF RECORD IN BOOK 91 PAGE 576, AND BY DEED FROM B.F. CORNELIUS ET UX OF RECORD IN BOOK 117, PAGE 423, REGISTER'S OFFICE FOR SAID COUNTY.

I declare that I am the true and lawful holder of the claim secured by the instrument with which this declaration is recorded, and hereby acknowledge the satisfaction thereof and discharge of the same in full. This 26 day of Sept 1943

Witness

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES HERBERT JONES AND WIFE, LILLIE J. JONES, 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. EXCEPT FOR 1938 TAXES WHICH HAVE BEEN PRO RATED AND GRANTORS PRO RATA PAID TO THE SAID J.H. JONES, ET UX. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JAMES HERBERT JONES AND WIFE, LILLIE J.JONES 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 JAMES HERBERT JONES AND WIFE, LILLIE J. JONES , Trustee, his successors and assigns, the do hereby transfer and convey unto L.A. NEWMAN real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.