WE , the said H. E. MOSER AND WIFE, ROSE MCINTOSH MOSER, , 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 H. E. MOSER AND WIFE, ROSE MCINTOSH MOSER , 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 H. E. MOSER AND WIFE, ROSE MCINTOSH MOSER 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 J. G. STEPHENSON 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 J. H. SCHUBERT AND WIFE, MINNIE W. SCHUBERT

and H. E. MOSER AND WIFE, ROSE MCINTOSH MOSER , hereunto set our hands at NASHVILLE , Tennessee, this the 17TH day of APRIL , 1939 .

J. H. SCHUBERT
MINNIE W. SCHUBERT
H. E. MOSER
ROSE MCINTOSH MOSER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, TIM WHITE , a Notary Public in and for said County and State, the within named H. E. MOSER AND WIFE MRS. ROSE MCINTOSH MOSER,

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 from husband , the said , 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 25 day of APR , 1939 .

My commission expires JULY 16, 1939

(Seal) TIM WHITE
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, TIM WHITE , a Notary Public in and for said County and State, the within named J. H. SCHUBERT AND WIFE MINNIE W. SCHUBERT

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 from husband , the said , 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 25TH day of APR , 1939 .

My commission expires JULY 16, 1939

(Seal) TIM WHITE
Notary Public.

U.S.R.S. 50¢
REC'D APR 26, 1939 AT 11;15 A.M.

NUMBER 17244 RECORDED MAY 1ST, 1939.
BISCOE GRIFFITH ET UX., TO MRS.JIMMIE STOTT, ET. VIR.

INSTALLMENT DEED

1092

FOR AND IN CONSIDERATION of the sum of ($750.00) SEVEN HUNDRED AND FIFTY AND NO/100 DOLLARS of which ONE HUNDRED AND NO/100 -- DOLLARS has been paid in cash by MRS.JIMMIE STOTT, , the receipt of which is hereby acknowledged, and for the remainder OF SIX HUNDRED AND FIFTY AND NO/100 ($650.00) - DOLLARS the said MRS.JIMMIE STOTT AND HUSBAND,

HAVE EXECUTED THEIR PRINCIPAL PROMISSARY NOTE, OF EVEN DATE HEREWITH, IN THE SUM OF ($650.00)., TO BE PAID AS FOLLOWS: TO-WIT: - $10.00 AND INTEREST OR THE SUM OF $13.25 TO BE PAID ON THE FIRST DAY OF JUNE, 1939., AND A LIKE SUM, LESS FIVE CENTS EACH MONTH THEREAFTER FOR THE FIRST 35 MONTHS, THEN THE BALANCE OF SAID NOTE BEING $301.50 WILL BE DUE AND PAYABLE. PRIVILEGE IS RESERVED OF PAYING ANY NUMBER OF SAID MONTHLY PAYMENTS OR THE FULL AMOUNT MAY BE PAID ON ANY PAYING DATE....

SAID NOTE BEING DATED APRIL 29TH, 1939, AND PAYABLE TO ORDER OF BISCOE GRIFFITH.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded and have the satisfaction piece of said instrument of the lien to secure the sum of $ this day of 1939

Witness my hand this day

all said notes bearing six per cent interest from date, and providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed

WE, BISCOE GRIFFITH AND WIFE INEZ GRIFFITH

have this day bargained and sold, and do hereby transfer and convey, unto the said MRS.JIMMIE STOTT, TO HER SOLE USE, BENEFIT, SEP.EST, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS. 153 AND 154 OF BLOCK 2 ON THE MAP OF BLOCKS 1 AND 2 OF F.O. BEAZLEY'S MCFERRIN ADDITION TO EAST NASHVILLE AS OF RECORD IN BOOK 57, PAGE 136, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOTS NOS. 153 AND 154 FRONT 50 FEET EACH ON THE EASTERLY SIDE OF NORTH NINTH STREET AND RUN BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

AND BEING THE SAME PROPERTY CONVEYED TO GRANTORS BY DEED IN BOOK 846, PAGE 481, AND BEING SAME PROPERTY CONVEYED TO JULIA DAVIS, IN BOOK 854, PAGE 41, RODC, TENN.

"IT BEING UNDERSTOOD AND AGREED THAT THE WITHIN DESCRIBED PROPERTY IS CONVEYED TO THE MRS.JIMMIE STOTT, TO HER SOLE AND SEPARATE USE, BEHOOF, AND BENEFIT AND SEPARATE ESTATE, FREE FROM THE DEBTS, CONTRACTS AND LIABILITIES OF HER PRESENT OR ANY FUTURE HUSBAND, AND WITH FULL POWER IN THE SAID MRS.JIMMIE STOTT, TO SELL, MORTGAGE, WILL OR OTHERWISE DISPOSE OF SAME WITHOUT THE JOINDER OF ANY PERSON WHOMSOEVER, AND ABSOLUTELY FREE OF ANY MARTIAL RIGHTS."

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS.JIMMIE STOTT, HER heirs and assigns, forever, WE covenant that WE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered., EXCEPT 1939 TAXES WHICH ARE ASSUMED.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said MRS.JIMMIE STOTT, 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 MRS.JIMMIE STOTT AND HUSBAND SAM STOTT,

do hereby transfer and convey unto J.C. WILKERSON , 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.