-- , 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 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 G. M. WHITELY AND WIFE DIXIE ROSE WHITELY, , 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, IF 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 G. M. WHITELY AND WIFE DIXIE ROSE WHITELY,- 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 WARNER B. JONES, 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. M. EZELL AND WIFE MONTEREY SOPER EZELL

and G. M. WHITELY AND WIFE DIXIE ROSE WHITELY, , hereunto set our hands at NASHVILLE, , Tennessee, this the 8TH day of SEPT. , 1939 .

L. M. EZELL
MONTEREY SOPER EZELL
G. M. WHITELY
DIXIE ROSE WHITELY

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 L. M. EZELL AND WIFE MONTEREY SOPER EZELL AND G. M. WHITELY AND WIFE DIXIE ROSE WHITELY the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And XXX , of the said XXX having appeared before me privately and apart from XXX husband , the said XXX , acknowledged the execution of the said instrument to have been done by XXX 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 9TH day of SEPT. , 1939 .

My commission expires OCT. 15TH, 1939.

(Seal) FRED K. JONES,
Notary Public.

U.S.R.S. $0.50.

RECEIVED SEPT. 15, 1939, AT 2:08 P.M.

XXX
XX
X
X
XXX

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within named , with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

And XX , of the said X having appeared before me privately and apart from husband , the said XXX , acknowledged the execution of the said instrument to have been done by XX 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 day of XXX , 193

My commission expires

(Seal) X
Notary Public.
X

NUMBER 25031 RECORDED SEPT 18,1939 MAURICE W. PINSON ET UX TO DR.S.H. FREEMAN ET UX

36316 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1092

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

of which FIVE HUNDRED AND NO/100 DOLLARS has been paid in cash by DR. S.H. FREEMAN AND WIFE, MILDRED H./ FREEMAN , the receipt of which is hereby acknowledged, and for the remainder THIRTY-TWO HUNDRED FIFTY AND NO/100 DOLLARS

the said S.H. FREEMAN AND WIFE, MILDRED H. FREEMAN HAVE THIS DAY EXECUTED THEIR JOINT LIEN PROMISSORY NOTE IN THE SUM OF $3250.00, PAYABLE TO THE ORDER OF MAURICE W. PINSON AND CATHERINE R. PINSON. THE PRINCIPAL AND INTEREST TO BE PAID IN 100 MONTHLY INSTALLMENTS OF $40.62, COMMENCING ON OCTOBER 1,1939, AND ON THE 1ST DAY OF EACH MONTH THEREAFTER UNTIL THE PRINCIPAL AND INTERESR ARE FULLY PAID. INSTALLMENTS OF PRINCIPAL AND INTEREST BEAR INTEREST AFTER MATURITY AT THE RATE OF SIX PER CENT PER ANNUM;

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 16 day of March 1945

Attest: J. P. Wilson DEPUTY REGISTER

M. W. Pinson

all of 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, MAURICE W. PINSON AND WIFE, KATIE R. PINSON

have this day bargained and sold, and do hereby transfer and convey, unto the said DR.S.H. FREEMAN AND WIFE, MILDRED H.FREEMAN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.19 IN S.T. SATTERWHITE'S PLAN OF THE W.B. COOPER ADDTION, AS OF RECORD IN BOOK 332, PAGE 100, IN THE REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

SAID LOT NO.19 BEGINS AT THE NORTHWEST CORNER OF 20TH AVENUE, NORTH, AND CLIFTON AVENUE, BEING THE SOUTHEAST CORNER OF SAID LOT NO.19; RUNNING THENCE WITH THE WESTERLY MARGIN OF 20TH AVENUE, NORTH, NORTHWARDLY 150 FEET TO THE CORNER OF LOTS NOS.18 AND 19; ON SAID PLAN; THENCE WESTWARDLY WITH THE LINE BETWEEN SAID TWO LOTS 157 FEET TO THE EASTERLY MARGIN OF AN ALLEY; THENCE WITH SAID ALLEY SOUTHWARDLY 56.6 FEET TO THE NORTHERLY MARGIN OF CLIFTON AVENUE; THENCE WITH THE NORTHERLY MARGIN OF CLIFTON AVENUE EASTWARDLY 161 FEET TO THE BEGINNING. BEING THE SAME PROPERTY CONVEYED TO MAURICE W. PINSON AND WIFE, KATIE R. PINSON, BY DEED FROM BEN B. SMITH AND DAVID F. SMITH, AS OF RECORD IN BOOK 904, PAGE 139, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SETTLEMENT HAVING BEEN MADE FOR THE PAYMENT OF THE TAXES FOR THE YEAR 1939 BY PRO-RATING SAME AS OF DATE HEREWITH, THE GRANTEES HEREIN AGREE TO ASSUME SAID TAXES.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said DR.S. H. FREEMAN AND WIFE, MILDRED H. FREEMAN, 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 AS TO THE TAXES FOR THE YEAR 1939.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said DR. S.H. FREEMAN AND WIFE, MILDRED H.FREEMAN, 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 DR.S.H. FREEMAN AND WIFE, MILDRED H.FREEMAN do hereby transfer and convey unto C.C. ELLIS , 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.