O——, 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.

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 JOHN OWEN AND WIFE, LULA OWEN, 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 JOHN OWEN AND WIFE, LULA OWEN, 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 G. PULLEN JACKSON, JR 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 LITTELL RUST, ATTORNEY IN FACT and JOHN OWEN AND WIFE, LULA OWEN, hereunto set our hands at NASHVILLE, Tennessee, this the 20TH day of APRIL, 1940.

LUCH ROWLAND GOFF,
RICHARD E. ROWLAND, JR
WILBUR H. ROWLAND &
MARY E. ROWLAND SWEET
EDWARD R. ROWLAND,
DAVID I. ROWLAND
BY:LITTELL RUST, ATTY. IN FACT
JOHN OWEN
LULA OWEN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, G. PULLEN JACKSON, JR, a Notary Public in and for said County and State, the within named LITTELL RUST, ATTORNEY IN FACT FOR LUCY ROWLAND GOFF, ET AL the bargainor, with whom I am personally acquainted, and who acknowledged that HE executed the within instrument for the purposes therein contained.

And X having appeared before me privately and apart from husband, the said , of 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 20TH day of APRIL, 1940.

My commission expires 7-6-43 (Seal) G. PULLEN JACKSON, JR Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, D. R. MYERS, a Notary Public in and for said County and State, the within named JOHNOWEN AND WIFE, LULA OWEN 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 having appeared before me privately and apart from husband, the said , of 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 20TH day of APRIL, 1940

My commission expires APRIL 26, 1941 (Seal) D. R. MYERS Notary Public.

REC'D APR 25, 1940 AT 3;18 P.M.
TP

JAE

INSTALLMENT DEED

1092

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND AND ($2000.00) 00/100 DOLLARS of which FOUR HUNDRED AND ($400.00) 00/100 DOLLARS has been paid in cash by LONNIE WILLIAM MAYNOR, the receipt of which is hereby acknowledged, and for the remainder OF SIXTEEN AND ($1600.00) 00/100 DOLLARS the said LONNIE WILLIAM MAYNOR AND WIFE, HELEN MAYNOR HAVE EXECUTED AND DELIVERED THEIR 80 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH IN THE PRINCIPAL SUM OF $20.00 EACH, ON WHICH THE INTEREST HAS BEEN COMPUTED AND ADDED IN THE FACE THEREOF, MAKING THE FIRST ONE OF SAID NOTES $28.00 AND EACH SUCCEEDING ONE FOR 10¢ LESS, THE LAST BEING $20.10, AND PAYABLE TO THE ORDER OF GEORGE B. KNAPP MONTHLY, IN A SERIES, THE FIRST NOTE FALLING DUE ON THE 25TH DAY OF MAY, 1940 AND ONE ON THE 25TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID.

I declare that I am the true and lawful holder of the claim secured by the within deed of trust and disclosure of the lien to secure same in the sum of $ This 1st day of May 1940 Attest: J. E. Keys DEPUTY REGISTER

AFTER MATURITY

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, GEORGE B. KNAPP AND WIFE, FLORRIE M. KNAPP have this day bargained and sold, and do hereby transfer and convey, unto the said Lonnie WILLIAM MAYNOR, HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING THE WESTERLY 52 FEET OF LOTS NOS. 26, 27 AND 28 ON THE PLAN OF LOCKELAND, THE CHADWELL HOME PLACE, AS OF RECORD IN BOOK 57, PAGE 135, REGISTER'S OFFICE FOR SAID COUNTY.

SAID PART OF LOTS NOS. 26, 27 AND 28 FRONTS 52 FEET ON THE SOUTHERLY SIDE OF WOODLAND STREET, FORMERLY LINDSLEY AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES WITH THE EASTERLY MARGIN OF EVANDER STREET 150 FEET TO A DEAD LINE.

BEING THE SAME PROPERTY CONVEYED TO GEORGE B. KNAPP BY DEED FROM SANDFORD DUNCAN, TRUSTEE, OF RECORD IN BOOK 950, PAGE 293, SAID REGISTER OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LONNIE WILLIAM MAYNOR, HIS 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 THE 1940 CITY AND STATE AND COUNTY TAXES, WHICH WILL BE PRO-RATED. WE further covenant and bind OURSELVES AND OUR heirs and representatives, to warrant and forever defend the title to said real estate to said LONNIE WILLIAM MAYNOR, HIS 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 LONNIE WILLIAM MAYNOR AND WIFE, HELEN MAYNOR, do hereby transfer and convey unto JOHN L. GHEE, 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.