WE, the said JAMES T. PHELPS AND WIFE, ANNA BELL PHELPS , 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 $ 1250.00 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 T. PHELPS AND WIFE, ANNA BELL PHELPS , 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~~ TWO 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 ORDER OF JAMES T. PHELPS AND HIS OR HER, THEIR OR WIFE, - - 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. K. MADDIN, 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 RANDAL CURELL, TRUSTEE AND FOURTH & FIRST NATIONAL BANK and JAMES T. PHELPS AND WIFE, ANNA BELL PHELPS , hereunto set our hands at NASHVILLE , Tennessee, this the 1ST day of MAY , 1936.

(NO SEAL) RANDAL CURELL, TRUSTEE
FOURTH & FIRST NATIONAL BANK
LELAND HUME, PRESIDENT
R. CURELL, CASHIER
JAS. THOMAS PHELPS
ANNA BELL PHELPS

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. L. SCOTT, , a Notary Public in and for said County and State, the within named AND JAMES T. PHELPS AND WIFE, ANNA BELL PHELPS, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ANNA BELL PHELPS, WIFE of the said JAMES T. PHELPS having appeared before me privately and apart from HER husband , the said ANNA BELL PHELPS , acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 2ND day of MAY, , 1936.

My commission expires 27 DAY OF JULY, 1937.

(Seal) W. L. SCOTT, Notary Public.

STATE OF TENNESSEE, COUNTY OF DAVIDSON
BEFORE ME, RUBY S. BOECKMAN, NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED LELAND HUME AND RANDAL CURELL, WITH WHOM I AM PERSONALLY ACQUAINTED, AND, BEING DULY SWORN STATED THAT THEY ARE PRESIDENT AND CASHIER, RESPECTIVELY OF FOURTH AND FIRST NATIONAL BANK, AND THAT THEY EXECUTED THE WITHIN INSTRUMENT AS SUCH BY SIGNING THE NAME OF THE FOURTH & FIRST NATIONAL BANK BY THEMSELVES IN THEIR OFFICIAL CAPACITY, FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND SEAL AT OFFICE ABOVE NAMED THIS MAY 1, 1936.
MY COM. EXP. JULY 22, 1937. (SEAL) RUBY S. BOECKMAN, NOTARY PUBLIC.

STATE OF FLORIDA, DADE COUNTY.
PERSONALLY APPEARED BEFORE ME, LOUISE CATES, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED RANDAL CURELL, TRUSTEE, THE BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT HE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT MIAMI, FLA., THIS 26 DAY OF NOVEMBER, 1938.
COMMISSION EXPIRES NOV. 7, 1940. (SEAL) LOUISE CATES, NOTARY PUBLIC.
U.S.R.S. $1.50. STATE OF FLORIDA AT LARGE.
RECEIVED NOV. 28, 1938, AT 3:41 P.M.

NUMBER 9659 RECORDED DEC. 1, 1938. J. A. HALEY, ET AL TO MRS. J. M. BOZZA, ET AL.

40102 MARSHALL & BRUCE CO. NASHVILLE

V. J.A.E.

INSTALLMENT DEED

1097

FOR AND IN CONSIDERATION of the sum of ($4000.00) FOUR THOUSAND DOLLARS ASSUMED of which EIGHTEEN HUNDRED ($1800.00) FIRST MORTGAGE ~~DOLLARS~~ has been paid in cash by - J. M. BOZZA AND WIFE , the receipt of which is hereby acknowledged, and for the remainder ($2200.00) TWENTY-TWO HUNDRED ($2200.00) DOLLARS the said J. M. BOZZA AND WIFE PAULINE CUSHMAN BOZZA HAVE GAVE EXECUTED THEIR JOINT PROMISSORY NOTES, 84 OF WHICH ARE FOR $26.00 EACH AND ONE FOR $16.00 PAYABLE MONTHLY AND DO NOT BEAR INTEREST AS INTEREST HAS BEEN COMPUTED AND PAID ON THE WHOLE.

I declare that I am the true and lawful holder of the claim secured by the instrument that preceded, and hereby [illegible] the same in full. This [illegible] day of [illegible] 1938. [illegible] DEPUTY REGISTER

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,

J. A. HALEY AND WIFE, -- HALEY, AND Y. W. HALEY AND WIFE, -- HALEY

have this day bargained and sold, and do hereby transfer and convey, unto the said

J. M. BOZZA AND WIFE, PAULINE CUSHMAN BOZZA, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT 7 ON THE MAP OF HALEY'S SUBDIVISION OF PART OF BLOCK 5 IN G. T. SHEGOG'S SUBDIVISION OF BORDAUX, AS OF RECORD IN BOOK 547, PAGE 155, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO. 7 FRONTS 80 FEET ON THE NORTHERLY SIDE OF RIVER DRIVE, AND RUNS BACK BETWEEN PARRALLEL LINES 183 FEET ON THE EASTERLY LINE AND 179 FEET ON THE WESTERLY LINE TO A DEAD LINE, AND SHOWS 80 FEET THEREON.

BEING THE SAME PROPERTY CONVEYED TO J. A. HALEY AND WIFE AND Y. W. HALEY AND WIFE BY DEED OF G. T. SHEEGOG, AS OF RECORD IN BOOK 658, PAGE 39, R.O.D.C., TENN.

IN THE EVENT OF THE DEATH OF EITHER OF THE SIGNERS OF THIS DEED, THE SURVIVOR BECOMES THE SOLE OWNER OF THE PROPERTY HEREIN CONVEYED.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J. M. BOZZA AND WIFE, PAULINE CUSHMAN BOZZA, -- 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said J. M. BOZZA AND WIFE 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 J. M. BOZZA AND WIFE do hereby transfer and convey unto J. W. DENNEY, , 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.