WE , the said PAUL M. OLIPHANT AND WIFE FRANCES BURT OLIPHANT , 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 $ 3000.00 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 PAUL M. OLIPHANT AND WIFE FRANCES BURT OLIPHANT, , 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 PAUL M. OLIPHANT AND WIFE FRANCES BURT OLIPHANT, - 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 W. L. BAINBRIDGE, SR., 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 JOSEPH H. SCHEFFER AND WIFE LOUISE SCHEFFER and PAUL M. OLIPHANT AND WIFE FRANCES BURT OLIPHANT, , hereunto set our hands at NASHVILLE, , Tennessee, this the 7TH day of DECEMBER, , 1938.

JOSEPH H. S CHEFFER
LOUISE SCHEFFER
PAUL M. OLIPHANT
FRANCES BURT OLIPHANT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, T. E. DURRETT, JR., , a Notary Public in and for said County and State, the within named JOSEPH H. SCHEFFER AND WIFE, LOUISE SCHEFFER AND PAUL M. OLIPHANT AND WIFE, FRANCES (BURT) OLIPHANT, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And , 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 9TH day of DECEMBER , 1938.

My commission expires OCT. 14, 1942.

(Seal) T. E. DURRETT, JR.,
Notary Public.

U.S.R.S. 50.50.
RECEIVED DEC. 9, 1938, AT 11:20 A.M.
FH

NUMBER 10213 RECORDED DEC. 19, 1938. NASHVILLE BUILDING & LOAN ASSN. TO COMER FLATT, ET UX.

AGENCY MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1097

FOR AND IN CONSIDERATION of the sum of SIXTEEN HUNDRED ($1,600.00) DOLLARS

of which FIVE HUNDRED ($500.00) DOLLARS has been paid in cash by COMER FLATT AND WIFE BEULAH Z. FLATT , the receipt of which is hereby acknowledged, and for the remainder ELEVEN HUNDRED ($1,100.00) DOLLARS

the said COMER FLATT AND WIFE BEULAH Z. FLATT

HAVE EXECUTED THEIR NOTE OF EVEN DATE HEREWITH IN THE SUM OF ELEVEN HUNDRED ($1,100.00) DOLLARS, PAYABLE AT THE RATE OF ELEVEN ($11.00) DOLLARS PER MONTH, THE FIRST OF SAID PAYMENTS BEING DUE ON OR BEFORE JANUARY 1ST, 1939 AND A SIMILAR PAYMENT ON OR BEFORE THE FIRST DAY OF EACH MONTH THEREAFTER; SAID NOTE BEARS INTEREST ON THE UNPAID BALANCE AT THE RATE OF SIX PER CENT PER ANNUM, AND SAID PAYMENTS ON SAID NOTE SHALL BE APPLIED FIRST TO INTEREST, SECONDLY TO ALL UNPAID TAXES, INSURANCE OR OTHER LEGAL LIENS AGAINST SAID PROPERTY, AND THE REMAINDER SHALL BE APPLIED TO THE PRINCIPAL. IN ADDITION TO THE PAYMENT ON THE NOTE AS AFORESAID, THE PURCHASERS AGREE TO PAY TO THE SELLER EACH MONTH THE EARNED PORTION FOR THAT MONTH OF THE TAXES AND INSURANCE ON THE PROPERTY HEREIN SOLD AND THE SELLER IS TO MAKE SUCH PAYMENTS ON TAXES AND INSURANCE WHEN DUE

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 18 day of June 1943

Attest: J. E. Wilson DEPUTY REGISTER

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE

By A. J. Smith Jones

ON THE UNPAID BALANCE

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

THE NASHVILLE BUILDINGAND LOAN ASSOCIATION HAS

have this day bargained and sold, and do hereby transfer and convey, unto the said COMER FLATT AND WIFE BEULAH Z. FLATT, THEIR heirs and assigns, certain real estate in Davidson County Tennessee, as follows:

BEING LOTS NOS. 116 AND 117 ON THE PLAN OF THE UNITED ELECTRIC RAILWAY'S ADDITION TO NASHVILLE AS OF RECORD IN BOOK 161, PAGE 8, REGISTER'S OFFICE FOR SAID COUNTY. SAID LOTS NOS. 116 AND 117 FRONT 50 FEET EACH ON THE NORTHERLY SIDE OF EASTSIDE AVENUE, FORMERLY ASHWORTH AVENUE AND RUN BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO NASHVILLE BUILDING AND LOAN ASSOCIATION BY DEED FROM W. B. WILLIAMS, TRUSTEE, OF RECORD IN BOOK 871, PAGE 460, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said COMER FLATT AND WIFE BEULAH Z. FLATT, THEIR heirs and assigns, forever, NASHVILLE BUILDING & LOAN ASSO. DOES covenant that IT IS lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

NASHVILLE BUILDING & LOAN ASSO. further covenants and binds ITSELF, ITS SUCCESSORS AND ~~heirs and representatives~~ ASSIGNS, to warrant and forever defend the title to said real estate to said COMER FLATT AND WIFE BEULAH Z. FLATT, 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 COMER FLATT AND WIFE BEULAH Z. FLATT, do hereby transfer and convey unto C. VERNON HINES, , 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.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction in hand paid, do hereby release and discharge all lien or claim as to it.....here n conveyed, but no further or otherwise. This 23 day of Dec 1939

Attest: J. E. Wilson Deputy Register

Deputy Register