I , the said PAULINE ALDERSON, , 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. I 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 I 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 I , the said PAULINE ALDERSON, , 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 I 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, I 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.

I 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. I 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 PAULINE ALDERSON, HER HEIRS, 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 ALBERT H. THOMAS, 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~~ NASHVILLE TRUST COMPANY, A CORPORATION AS AFORESAID HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS, AND ITS CORPORATE SEAL TO BE AFFIXED, and PAULINE ALDERSON, , hereunto set our hands at NASHVILLE, , Tennessee, this the 19TH. day of DECEMBER, , 1938.

ATTEST:
W. W. MCNEILLY,
SECRETARY.

(SEAL) NASHVILLE TRUST COMPANY
BY H. G. HILL
CHAIRMAN OF THE BOARD

PAULINE ALDERSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RUTH F. WILLIAMS, , a Notary Public in and for said County and State, the within named PAULINE ALDERSON, AN UNMARRIED WOMAN, the bargainor , with whom I am personally acquainted, and who acknowledged that SHE 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 29TH day of DECEMBER, , 1938.

My commission expires OCT. 31, 1939.

(Seal) RUTH F. WILLIAMS, Notary Public.

STATE OF TENNESSEE, COUNTY OF DAVIDSON CORPORATE ACKNOWLEDGMENT FORM.
BEFORE ME, RUTH F. WILLIAMS, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, PERSONALLY APPEARED H. G. HILL, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO, UPON OATH, ACKNOWLEDGED HIMSELF TO BE THE CHAIRMAN OF THE BOARD OF THE NASHVILLE TRUST COMPANY, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH CHAIRMAN OF THE BOARD BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS CHAIRMAN OF THE BOARD.
AND ALSO PERSONALLY APPEARED W. W. MCNEILLY, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH ACKNOWLEDGED HIMSELF TO BE SECRETARY, OF THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH SECRETARY, BEING AUTHORIZED SO TO DO, AFFIXED THE SEAL OF THE SAID CORPORATION TO THE FOREGOING INSTRUMENT TO EXECUTE THE SAME FOR THE PURPOSE THEREIN CONTAINED, AND THAT HE ATTESTED THE SAME AS SUCH OFFICER OF SAID CORPORATION; AND THAT THE SEAL THERETO AFFIXED IS THE GENUINE SEAL OF SAID CORPORATION.
WITNESS MY HAND AND SEAL AT OFFICE IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, THIS THE 4TH. DAY OF JANUARY, 1939.
MY COMMISSION EXPIRES ON THE 31ST. DAY OF OCTOBER, 1939.
(SEAL) RUTH F. WILLIAMS, NOTARY PUBLIC.

U.S.R.S. $1.00.
RECEIVED JAN. 5, 1939, AT 12:21 P.M.
FH

NUMBER 11467 RECORDED JAN. 6, 1939. J. W. DAVIS, ET UX TO EARNEST SPENCER, ET UX.

40102 MARSHALL & BRUCE CO. NASHVILLE

J.A.E.

INSTALLMENT DEED

1097

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED AND FIFTY-SIX & 24/100 ($556.24) DOLLARS of which FIVE & NO/100 ($5.00) DOLLARS has been paid in cash by EARNEST SPENCER AND WIFE ESTELL SPENCER, the receipt of which is hereby acknowledged, and for the remainder FIVE HUNDRED AND FIFTY ONE & 24/100 ($551.24) DOLLARS the said EARNEST SPENCER AND WIFE ESTELL SPENCER HAVE ASSUMED AND AGREED TO PAY THE REMAINDER OF A CERTAIN SERIES OF NOTES, PAYABLE MONTHLY, HELD BY THE NASHVILLE BUILDERS LOAN ASSOCIATION, BEING THE SAME NOTES DESCRIBED IN A DEED OF TRUST OF RECORD IN BOOK 822, PAGE 4, R.O.D.C., TENN.

OR AS PROVIDED IN THE FACE OF ASSUMED NOTES,

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. W. DAVIS AND WIFE MALLIE DAVIS have this day bargained and sold, and do hereby transfer and convey, unto the said EARNEST SPENCER AND WIFE ESTELL SPENCER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT #39 IN THE SUB-DIVISION OF THE P. S. STUMP, DECEASED, A PLAN OF WHICH IS RECORDED IN PLAN BOOK 2, PAGE 74, OF THE CHANCERY COURT AT NASHVILLE, TENN. SAID LOT #39 FRONTS 49 FEET ON THE SOUTH SIDE OF THIRD AVE. (NOW CALLED NEVADA AVE.), AND EXTENDS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY. BEING THE SAME LOT CONVEYED TO J. W. DAVIS BY DEED OF RECORD IN BOOK 873, PAGE 40, R.O.D.C., TENN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said EARNEST SPENCER AND WIFE ESTELL SPENCER, 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 BY THE NOTES HEREIN ASSUMED.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said EARNEST SPENCER AND WIFE ESTELL SPENCER, 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 BY , the said -- do hereby transfer and convey unto -- , 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.