I , the said MARY LUCILLE FUSON, , 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 $ 1500.00 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.

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 MARY LUCILLE FUSON , 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 MARY LUCILLE FUSON, HER 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 CHAS. E. LOVELL, 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 JEFFERSON REALTY COMPANY,

and MARY LUCILLE FUSON , hereunto set our hands

at NASHVILLE , Tennessee, this the 23RD day of JUNE, , 1939.

ATTEST:
H. F. TODD,
SECRETARY.

JEFFERSON REALTY COMPANY
BY DEMENT COOPER, PRESIDENT

MARY LUCILLE FUSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, B. M. SMOTHERMAN, , a Notary Public in and for said County and State, the within named MARY LUCILLE FUSON,

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 23RD day of JUNE, , 1939 .

My commission expires JULY 14, 1941.

(Seal) B. M. SMOTHERMAN,
Notary Public.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
BEFORE ME, DOROTHY A. SWAIN, A NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED DEMENT COOPER AND H. F. TODD, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE PRESIDENT AND SECRETARY, RESPECTIVELY, OF THE JEFFERSON REALTY COMPANY, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND SECRETARY BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY DEMENT COOPER AS PRESIDENT AND ATTESTING SAME BY SAID H. F. TODD, AS SECRETARY.
WITNESS MY HAND AND SEAL AT OFFICE IN NASHVILLE, TENNESSEE, THIS 23RD DAY OF JUNE, 1939.
(SEAL) DOROTHY A. SWAIN,
NOTARY PUBLIC.

MY COM. EXPIRES APRIL 8, 1942.
U.S.R.S. $2.00.
RECEIVED JULY 21, 1939, AT 3:27 P.M.

40102 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1097

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND ($3,000.00) DOLLARS

of which TWO THOUSAND ($2,000.00) DOLLARS has been paid in cash by LUELLA C. HANNA , the receipt of which is hereby acknowledged, and for the remainder OF ONE THOUSAND ($1,000.00) DOLLARS the said LUELLA C. HANNA HAS EXECUTED HER PROMISSORY NOTE OF EVEN DATE HEREWITH FOR THAT AMOUNT PAYABLE ON OR BEFORE EIGHTEEN (18) MONTHS AFTER DATE.

I certify that I am the true and lawful holder of the claim secured by the instrument within, and hereby acknowledge the satisfaction thereof and discharge of the lien thereon. This 27 day of Dec, 1940
Chas E Lovell
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, CHESS REED AND WIFE, MATTIE REED,

have this day bargained and sold, and do hereby transfer and convey, unto the said LUELLA C. HANNA, AN UNMARRIED WOMAN, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 53 IN B. F. SHIELDS' ADDITION TO NASHVILLE AS OF RECORD IN BOOK 57, PAGE 31, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO. 53 FRONTS 50.5 FEET ON THE WESTERLY SIDE OF 15TH AVENUE SOUTH, FORMERLY BOWLES AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 140.6 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO CHESS REED AND WIFE, MATTIE REED, BY DEED FROM NASHVILLE TRUST COMPANY, TRUSTEE, OF RECORD IN BOOK 747, PAGE 60, SAID REGISTER'S OFFICE.

NOTE:- THE TAXES HAVE BEEN PRORATED AS OF JULY 1, 1939; THE AMOUNT PAID THE PURCHASER, AND THE PURCHASER ASSUMES THE ENTIRE TAXES FOR 1939.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LUELLA C. HANNA, -- 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 LUELLA C. HANNA, HER 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 ME in hand paid I , the said LUELLA C. HANNA

do hereby transfer and convey unto Q. W. RUSSELL, , 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.