WE , the said A. B. OLIPHANT JR AND WIFE, WILL ALLEN 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 $ 2750.00 FIRE AND TORNADO EACH 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 A. B. OLIPHANT JR AND WIFE, WILL ALLEN 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 A. B. OLIPHANT JR AND WILL ALLEN 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 L. A. NEWMAN 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 C. T. NUNLEY JR ANDWIFE VERNA THAXTON NUNLEY and A. B. OLIPHANT JR AND WIFE, WILL ALLEN OLIPHANT , hereunto set our hands at NASHVILLE , Tennessee, this the 23RD day of AUGUST , 1939 .

C. T. NUNLEY, JR
VERNA THAXTON NUNLEY
A. B. OLIPHANT JR
WILL ALLEN OLIPHANT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, L. R. MORRISON , a Notary Public in and for said County and State, the within named A. B. OLIPHANT AND WIFE, WILL ALLEN 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 X , 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 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 11TH day of SEPT , 1939 .

My commission expires OCT 15, 1939 (Seal) L. R. MORRISON Notary Public.

STATE OF TENNESSEE- COUNTY OF KNOX
PERSONALLY APPEARED BEFORE ME F. H. BROOME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED C. T. NUNLEY, JR AND WIFE, VERNA THAXTON NUNLEY, THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT KNOXVILLE, TENNESSEE, THIS 28TH DAY OF AUGUST, 1939

COM EXPIRES APR 13, 1941 (SEAL) F. H. BROOME, NOTARY PUBLIC
DATE CHANGED BY ME (F. H. BROOME)
U.S.R.S. $3.00
REC'D SEPT 11, 1939 AT 2;27 P.M.
TP

V. J.A.E.

INSTALLMENT DEED

1097

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND EIGHTHUNDRED SEVENTY-FIVE ($4,875.00) DOLLARS of which SUM W. G. MCCOMAS AND WIFE, MARTHA H.MCCOMAS, XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXX XXXXXX

HAVE EXECUTED THEIR THREE (3) PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF GOLDA T. BLUM; ONE OF THE SAID NOTES BEING IN THE SUM OF TWELVE HUNDRED SIXTY ($1,260.00) DOLLARS, PAYABLE IN MONTHLY INSTALLMENTS OF TWENTY-ONE ($21.00) DOLLARS EACH, PLUS INTEREST A T THE RATE OF SIX (6) PER CENT. PER ANNUM ON THE UNPAID BALANCE, PAYABLE MONTHLY, THE FIRST INSTALLMENT, PRINCIPAL AND INTEREST, FALLING DUE ON NOVEMBER 1ST, 1939, AND THE BALANCE MONTHLY THE REAFTER UNTIL THE ENTIRE SUM IS PAID; ANOTHER, AND THE SECOND OF THE SAID NOTES BEING IN THE SUM OF SIX HUNDRED ($600.00) DOLLARS, PAYABLE ON OR BEFORE OCTOBER 1ST, 1941; AND ANOTHER, AND THE THIRD OF THE SAID NOTES BEING IN THE SUM OF THREE THOUSAND FIFTEEN ($3,015.00) DOLLARS, PAYABLE ON OR BEFORE OCTOBER 1ST, 1944; EACH OF THE TWO LAST NAMED NOTES BEARING INTEREST AT THE RATE OF SIX (6) PER CENT. PER ANNUM, PAYABLE MONTHLY, THE FIRST OF SAID PAYMENTS FALLING DUE ON NOVEMBER 1ST, 1939, AND ONE MONTHLY THEREAFTER UNTIL THE RESPECTIVE NOTES HAVE BEEN PAID IN FULL;

THE SAID GOLDA T. BLUM AND HUSBAND, R. D. BLUM HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID W. G. MCCOMAS AND WIFE, MARTHA H. MCCOMAS, THEIR HEIRS AND ASSIGNS,

~~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~~

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

~~heirs and assigns,~~ certain real estate in Davidson County, Tennessee, as follows:

"BEING THE EASTERLY 50 FEET OF LOT NO. 14 IN THE PLAN OF THE RICHLAND REALTY COMPANY'S DIVISION "A" AS OF RECORD IN BOOK 161, PAGE 151, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID PART OF SAID LOT FRONTS 50 FEET ON THE SOUTH SIDE OF RICHLAND AVENUE AND EXTENDS BACK SOUTHERLY BETWEEN PARALLEL LINES, AND PARALLEL WITH CHRISTOPHER STREET 200 FEET, MORE OR LESS, TO A LINE; THE EASTERN BOUNDARY LINE OF SAID EASTERLY 50 FEET OF SAID LOT NO. 14 BEING 100 FEET WEST OF CHRISTOPHER STREET; BEING THE SAME PROPERTY CONVEYED TO GOLDA T. BLUM BY ISAAC TUGENDRICH AND WIFE, CELIA TUGENDRICH, BY DEED OF RECORD IN BOOK 615, PAGE 235, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE."

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 20 day of Oct. 1952
Golda T. Blum
by Robert D. Blum Jr.
Attest: T. B. Wilson DEPUTY REGISTER

I declare that I am the true and lawful holder of one note for $600.00 secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This ... 194...
Attest: ... DEPUTY REGISTER

I declare that I am the true and lawful holder of ... secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof ...
Golda T. Blum
Attest: ... DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W. G. MCCOMAS AND WIFE, MARTHA H. MCCOMAS, 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said W. G. MCCOMAS AND WIFE, MARTHA H. MCCOMAS, 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 W. G. MCCOMAS AND WIFE, MARTHA H. MCCOMAS, do hereby transfer and convey unto S. SAMUELS JR., , 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.