WE , the said LEE K.JACKSON AND WIFE, BIRDIE I. JACKSON & , do hereby agree to
WILLIAM NEIL JACKSON AND WIFE, MARY FRANCES JACKSON
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.

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 LEE K. JACKSON AND WIFE, BIRDIE I.JACKSON,& WILLIAM NEIL JACKSON AND WIFE, MARY FRANCES JACKSON, / , 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 LEE K. JACKSON AND WIFE, BIRDIE I. JACKSON,ET AL 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.J.STEPHENS 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 JAMES R. PETTY, A WIDOWER, WILLIAM NEIL JACKSON AND WIFE, MARY LEE K.JACKSON AND WIFE, BIRDIE I.JACKSON & ~~and~~ FRANCES JACKSON, , hereunto set our hands at NASHVILLE , Tennessee, this the 23RD day of SEPTEMBER , 1939 .

LEE K. JACKSON
BIRDIE I.JACKSON
WILLIAM NEIL JACKSON
MARY FRANCES JACKSON
J.R. PETTY
JAMES R. PETTY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.N. SHOCKLEY a Notary Public in and for said County and State, the within named JAMES R. PETTY, A WIDOWER, & LEE K.JACKSON AND WIFE, BIRDIE I.JACKSON, & WILLIAM NEIL JACKSON AND WIFE, MARY FRANCES JACKSON, 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 X 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 26TH day of SEPTEMBER ,193 9.

My commission expires APRIL 21,1943

(Seal) J.N. SHOCKLEY
Notary Public.

U.S.R.S. $3.50
REC'D SEPT 26,1939 AT 12:50 P.M.





SOLOS MARSHALL & KINGS CO. NASHVILLE

# INSTALLMENT DEED

1097

FOR AND IN CONSIDERATION of the sum of SIXTEEN HUNDRED AND FIFTY ($1650.00) DOLLARS of which TWENTY ($20.00) DOLLARS has been paid in cash by PHILLIP WITHERSPOON AND WIFE, GRACE WITHERSPOON, the receipt of which is hereby acknowledged, and for the remainder SIXTEEN HUNDRED AND THIRTY ($1630.00) DOLLARS the said PHILLIP WITHERSPOON AND WIFE, GRACE WITHERSPOON HAVE EXECUTED AND DELIVERED THEIR NINETY-ONE (91) PROMISSORY NOTES, NUMBERED 1 TO 91, BOTH INCLUSIVE, OF EVEN DATE WITH THIS INSTRUMENT, PAYABLE MONTHLY TO THE ORDER OF ROBERT LUSK, BEGINNING ON THE 26TH DAY OF MAY, 1939 AND CONTINUING ON THE 26TH DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL ARE PAID. ALL OF SAID NOTES ARE FOR EIGHTEEN ($18.00) DOLLARS EACH IN PRINCIPAL, WITH THE EXCEPTION OF THE 91ST NOTE, WHICH IS FOR $10.00 IN PRINCIPAL, BUT INTEREST AT THE RATE OF SIX PERCENTUM (6%) PER ANNUM, PAYABLE MONTHLY, HAS BEEN COMPUTED AND AVERAGED AND ADDED INTO THE FACE OF EACH NOTE, SO THAT EACH NOTE, WITH THE EXCEPTION OF THE LAST ONE, IS FOR $22.12½, THEREFORE , NONE OF SAID NOTESBEAR INTEREST OTHER THAN THAT ADDED INTO THE FACE OF EACH NOTE, EXCEPT AFTER MATURITY, THAT IS IF SAME ARE NOT PAID AS THEY FALL DUE. ALL OF SAID NOTES PROVIDE FOR THE PAYMENT OF ATTORNEY'S FEES AND ALL COSTS OF COLLECTION, AND ARE PAYABLE AT THE OFFICE OF SAID ROBERT LUSK AT NASHVILLE THE LAST NOTE BEING FOR $12.12.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby authorize the satisfaction thereof and discharge of the lien to secure the same in full. This 39 day of [illegible] Robert Lusk

Attest: J.P. Wilson 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, ROBERT LUSK AND WIFE, BINNIE BRIGGS LUSK,

have this day bargained and sold, and do hereby transfer and convey, unto the said PHILLIP WITHERSPOON AND WIFE, GRACE WITHERSPOON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 9 IN THE PLAN OF J. W. TURNER'S SUBDIVISION OF LOT NO. 21, BOYD MCNAIRY'S PLAN OF LOTS, AS OF RECORD IN BOOK 57, PAGE 169, R.O.D.C., TENNESSEE. SAID LOT NO. 9 FRONTS 50 FEET ON THE EASTERLY SIDE OF LENA AVENUE AND EXTENDS BACK EASTWARDLY BETWEEN PARALLEL LINES 184 FEET, MORE OR LESS, TO AN ALLEY, AND BEING PART OF THE PROPERTY HERETOFORE CONVEYED TO ROBERT LUSK BY DEED FROM JULIE MAI WATSON, OF RECORD IN BOOK NO. 1025, PAGE 436, R.O.D.C. TENNESSEE. THERE IS A FOUR-ROOM STONE FOUNDATION HOUSE ON THIS PROPERTY, CITY NO. 712. THE PURCHASERS TAKE THIS PROPERTY SUBJECT TO THEIR PRO RATA PART OF ALL TAXES FOR 1939, SAID TAXES TO BE PRORATED AS OF THIS DATE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said PHILLIP WITHERSPOON AND WIFE, GRACE WITHERSPOON, 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 AS ABOVE SET FORTH. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said PHILLIP WITHERSPOON AND WIFE, GRACE WITHERSPOON, 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 PHILLIP WITHERSPOON AND WIFE, GRACE WITHERSPOON, HER do hereby transfer and convey unto E. B. HARPOLE, , 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.