WE, the said OTTIS M. HOLMES AND WIFE, ODESSAR M. HOLMES, 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 $ 3100.00 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 OTTIS M. HOLMES AND WIFE, ODESSAR M. HOLMES, 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~~ THE 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 OTTIS M. HOLMES AND WIFE, ODESSAR M. HOLMES, THEIR 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 JAY G. STEPHENSON 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 R. K. SMITH AND WIFE, ETTA MAI SMITH and OTTIS M. HOLMES AND WIFE, ODESSAR M. HOLMES, hereunto set our hands at NASHVILLE, Tennessee, this the 9TH day of OCTOBER, 1939.

R. K. SMITH
ETTA MAI SMITH
OTTIS M. HOLMES
ODESSAR M. HOLMES

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, T. H. PATTON, a Notary Public in and for said County and State, the within named R. K. SMITH AND WIFE, ETTA MAI SMITH, AND OTTIS M. HOLMES AND WIFE, ODESSAR M. HOLMES the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And XXX, of the said XXX having appeared before me privately and apart from XX husband, the said X XXX X, acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly X without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 10 day of OCTOBER, 1939.

My commission expires JULY 2, 1941

(Seal) T. H. PATTON, Notary Public.

U.S.R.S. $3.50.

RECEIVED OCT. 11, 1939, AT 8:46 A.M.

NUMBER 26551 RECORDED OCT. 12, 1939. GEORGE H. COLEMAN, ET UX TO HORACE N. SMITH, ET UX.

40102 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1097

FOR AND IN CONSIDERATION of the sum of FOURTEEN HUNDRED AND NO/100 DOLLARS

of which TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS has been paid in cash by HORACE N. SMITH AND WIFE, JUANITA SMITH, the receipt of which is hereby acknowledged, and for the remainder ELEVEN HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS the said HORACE N. SMITH AND WIFE, JUANITA SMITH HAVE ISSUED NINETY-FOUR (94) NOTES OF TWELVE AND 50/100 ($12.50) DOLLARS EACH, DATED SEPTEMBER 28, 1939, PAYABLE TO THE ORDER GEORGE H. COLEMAN AND CLARA COLEMAN, THE FIRST OF WHICH IS DUE NOVEMBER 5, 1939 AND MONTHLY THEREAFTER WITH INTEREST AT 6% FROM DATE.

I declare that I am the true and lawful holder of the claim secured by the instrument within mentioned, and that the same is fully paid, satisfied and discharged, this the 12 day of Oct., 1939. George H. Coleman

Attest: Jno. Trimble, 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

GEORGE H. COLEMAN AND WIFE, CLARA COLEMAN,

have this day bargained and sold, and do hereby transfer and convey, unto the said HORACE N. SMITH AND WIFE, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NUMBER 138, IN THE PLAN OF CORINNE PLACE, WHICH PLAN IS OF RECORD IN BOOK 332, AT PAGE 1, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NUMBER 138 FRONTS 50 FEET ON THE EASTERLY SIDE OF DUNN AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 165 FEET TO AN ALLWY, AND IS THE SAME PROPERTY CONVEYED BY T. H. ALLEN ET UX TO GEORGE H. COLEMAN, RECORDED IN BOOK NO. 721, PAGE NO. 127, R.O.D.C., TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HORACE N. SMITH AND WIFE, JUANITA SMITH, 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 AND OUR heirs and representatives, to warrant and forever defend the title to said real estate to said HORACE N. SMITH AND WIFE, JUANITA SMITH, 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 HORACE N. SMITH AND WIFE, JUANITA SMITH do hereby transfer and convey unto C. C. POTTER, 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.