, the said , 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.

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 J.W. NEWLIN AND WIFE EULA NEWLIN , 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, IF 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 N.W. NEWLIN AND WIFE EULA NEWLIN 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 WARNER B. JONES 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 L.M.EZELL AND WIFE MONTEREY SOPER EZELL and J.W. NEWLIN AND WIFE, EULA NEWLIN , hereunto set our hands at NASHVILLE , Tennessee, this the 8TH day of SEPT , 1939.

L. M. EZELL
MONTEREY SOPER EZELL
J.W. NEWLEN
EULA NEWLEN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRED K. JONES , a Notary Public in and for said County and State, the within named L.M.EZELL AND WIFE MONTEREY SOPER EZELL, AND J.W. NEWLIN AND WIFE EULA NEWLIN the bargainor $ with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And , of the said X having appeared before me privately and apart from husband , the said X , 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 9TH day of SEPT , 1939.

My commission expires OCT 15TH 1939. (Seal) FRED K. JONES Notary Public.

U.S.R.S. $.50¢
REC'D OCT 23,1939 AT 11:10 A.M.

NUMBER 27253 RECORDED OCT 24, 1939. GEORGE BRYANT TO WILL SEARCY.

40102 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1097

FOR AND IN CONSIDERATION of the sum of SEVENTY-FIVE & NO/100 DOLLARS of which TWENTY-FIVE & NO/100 DOLLARS has been paid in cash by WILL SEARCY , the receipt of which is hereby acknowledged, and for the remainder FIFTY & NO/100 DOLLARS the said WILL SEARCY

HAS EXECUTED HIS TEN PROMISSORY NOTES OF EVEN DATE HEREWITH, EACH IN THE SUM OF $5.00, PAYABLE TO THE ORDER OF GEORGE BRYANT, THE FITST OF WHICH FALLS DUE ON OR BEBORE JANUARY 1, 1940, AND ONE FALLING DUE ON THE IST DAY OF EACH MONTH THEREAFTER, UNTIL ALL ARE DUE, WITHOUT INTEREST,

~~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

I, GEORGE BRYANT,

have this day bargained and sold, and do hereby transfer and convey, unto the said WILL SEARCY, HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

ALL MY RIGHT, TITLE AND UNDIVIDED INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

BEING PARTS OF LOTS NOS. 26 AND 27 IN THE HERMITAGE ADDITION TO NASHVILLE, TENNESSEE, A PLAN OF WHICH IS OF RECORD IN BOOK NO. 57, PAGES 42 AND 43, R.O.D.C., TENNESSEE;

SAID PARTS OF LOTS NOS. 26 AND 27 BEGINNING AT A POINT IN THE NORTHERLY MARGIN OF SAID LOT NO. 26, 110 FEET WEST OF DECATUR STREET, AND RUNS THENCE 40 FEET IN A WESTERLY DIRECTION ALONG SAID NORTHERLY MARGIN OF LOT NO. 26 TO AN ALLEY; THENCE AT RIGHT ANGLES IN A SOUTHERLY DIRECTION ALONG THE SOUTHERLY MARGIN OF SAID ALLEY TO MEREDITH STREET; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTHERLY MARGIN OF MEREDITH STREET 48 FEET TO A POINT; THENCE IN A NORTHERLY DIRECTION TO A POINT IN THE NORTHERLY MARGIN OF LOT NO. 26, 110 FEET WEST OF DECATUR STREET, BEING THE POINT OF BEGINNING.

BEING THE SAME PROPERTY UNDIVIDED INTERESTS IN WHICH WERE CONVEYED TO GEORGE BRYANT BY LUKE PAYNE, ET AL, AND MABEL DOUGLAS, BY DEEDS OF RECORD IN BOOK 939, PAGE 436, AND BOOK 939, PAGE 435, R.O.D.C., TENN.

THE PURCHASER ASSUMES AND AGREES TO PAY ALL UNPAID STATE, COUNTY AND CITY TAXES.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WILL SEARCY, HIS heirs and assigns, forever, lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. covenant that further covenant and bind heirs and representatives, to warrant and forever defend the title to said real estate to said 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 WILL SEARCY do hereby transfer and convey unto FRANK LEHMAN , 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.