WE , the said JOSEPH NEIL TATE AND WIFE, HELEN S. TATE, , 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 $ 3,000.00 FIRE AND TORN. 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 JOSEPH NEIL TATE AND WIFE, HELEN S. TATE, , 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 JOSEPH NEIL TATE AND WIFE, HELEN S. TATE, -- 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 J. E. MALONE 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 A. R. GREENE AND WIFE, ANNIE LOIS GREENE, and JOSEPH NEIL TATE AND WIFE, HELEN S. TATE, , hereunto set our hands at NASHVILLE , Tennessee, this the 15TH day of JUDY, , 193 8.

A. R. GREENE
ANNIE LOIS GREENE
JOSEPH NEIL TATE
HEEEN S. TATE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARVIN K. BARRY, , a Notary Public in and for said County and State, the within named A. R. GREENE AND WIFE, ANNIE LOIS GREENE, AND JOSEPH NEIL TATE AND WIFE, HELEN S. TATE, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained. X

And X , of the said having appeared before me privately and apart from X 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. X

Witness my hand and official seal at Nashville, Tennessee, this 29 day of JULY, , 193 8.

My commission expires JAN. 7, 1942.

(Seal) MARVIN K. BARRY, Notary Public.

U.S.R.S. $3.00.

RECEIVED NOV. 15, 1939, AT 10:50 A.M.

FH

40102 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1097

FOR AND IN CONSIDERATION of the sum of $3,500.00 THIRTY FIVE HUNDRED AND NO/100 DOLLARS of which FIVE HUNDRED ($500.00) AND NO/100 DOLLARS has been paid in cash by W.O. JAMES AND WIFE GRACE JAMES , the receipt of which is hereby acknowledged, and for the remainder $3,000.00 THREE THOUSAND AND NO/100 DOLLARS the said W.O. JAMES AND WIFE GRACE JAMES, HAVE EXECUTED THEIR ONE (1) JOINT PROMISSORY NOTE OF EVEN DATE HEREWITH, SAID NOTE IN THE SUM OF THREE-THOUSAND ($3,000.00) DOLLARS, DUE AND PAYABLE ON OR BEFORE FOUR (4) MONTHS AFTER DATE AND SAID NOTES DOES NOT BEAR INTEREST IF PAID AT OR BEFORE MATURITY, BUT SAID NOTE WILL BEAR THE LEGAL RATE OF INTEREST IF NOT PAID AT MATURITY, SAID NOTE DUE AND PAYABLE TO J.M.CHOTE AND WIFE MARY TENIX CHOTE OR ORDER.

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, J.M. CHOTE AND WIFE MAY TENIX CHOTE

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

BEING THE SOUTHERLY PART OF LOT NO.14, ALL OF LOT NO.15 AND THE NORTHERLY PART OF LOT NO.16 ON THE PLAN OF THE SATTERWHITE SUBDIVISION OF THE COOPER ADDITION, AS OF RECORD IN BOOK NO.332 PAGE 100, OF THE REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WESTERLY MARGIN OF 20TH AVENUE NORTH AT A POINT 295.3 FEET NORTH OF THE NORTHERLY MARGIN OF CLIFTON AVENUE, SAID POINT BEING THE NORTHEAST CORNER OF THE PROPERTY CONVEYED TO LUCILE C. SATTERWHITE BY DEED FROM S.T. SATTERWHITE OF RECORD IN BOOK NO.394 PAGE 250 ,SAID REGISTER'S OFFICE; THENCE WITH THE EASTERLY MARGIN OF 20TH AVENUE NORTH NORTHWARDLY 94 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO T.C. KING AND WIFE BY DEED FROM J. FRED HATHCOCK OF RECORD IN BOOK NO.877 PAGE 157, OF SAID REGISTER'S OFFICE, THENCE WITH SAID KING'S SOUTHERLY LINE WESTWARDLY 134 FEET, MORE OR LESS, TO THE EASTERLY MARGIN OF AN ALLEY MARKED "CLOSED" ON THE PLAN; THENCE WITH SAID ALLEY SOUTHWARDLY 77.6 FEET, MORE OR LESS, TO THE NORTH WEST CORNER OF SAID SATTERWHITE'S PROPERTY; THENCE WITH THE NORTHERLY LINE OF SAME EASTWARDLY 142½ FEET, MORE OR LESS, TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO J.M. CHOTE AND WIFE, MAY TENIX CHOTE BY DEED FROM JOSEPH STARR OF RECORD IN BOOK 989 ,PAGE 109, SAID REGISTER'S OFFICE.

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 the discharge of the lien to secure the same in full. This 9th day of Mch, 1940

Attest: J. E. Malone REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W.O. JAMES AND WIFE GRACE JAMES, 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.O. JAMES AND WIFE GRACE JAMES, 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.O. JAMES AND WIFE, GRACE JAMES , Trustee, his successors and assigns, the do hereby transfer and convey unto PAUL F. JONES real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.