WE , the said MARGARET I.STEPHENSON AND HUSBAND JAY G.STEPHENSON, , 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 $ SATISFACTORY TO SAID COMPANY, 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. COMPANY

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 MARGARET I.STEPHENSON AND HUSBAND, JAY G.STEPHENSON, , 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 MARGARET I.STEPHENSON, HER representatives or assigns.

IT IS AGREED THAT IF SAID PROPERTY IS SOLD UNDER THIS INSTRUMENT WE OR ANY PERSON HOLDING UNDER US, SHALL AT ONCE BECOME AND BE THE TENANT OR TENANTS AT WILL OF THE PURCHASER HEREUNDER, AND SHALL BE REMOVED BY WRIT OF UNLAWFUL DETAINER AT ANY TIME AFTER DEMAND FOR POSSESSION IS MADE.

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 P.M.ESTES, JR., 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 MARGARET I.STEPHENSON AND HUSBAND JAY G.STEPHENSON,

and LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, , hereunto set our hands

at NASHVILLE, , Tennessee, this the 19TH day of SEPT. , 1939 .

(SEAL) LIFE AND CASUALTY INSURANCE COMPANY OF TENNESSEE,

BY J.E.ACUFF,
VICE PRESIDENT

ATTEST: E.R.DERRYBERRY
SECRETARY.

MARGARET I. STEPHENSON
JAY G. STEPHENSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EDWIN E.CARLSON, , a Notary Public in and for said County and State, the within named MARGARET I. STEPHENSON AND HUSBAND, JAY G.STEPHENSON,

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 X and apart from husband , the said X , 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. X X

Witness my hand and official seal at Nashville, Tennessee, this 26TH day of MARCH, 1940. ~~1938~~ .

My commission expires JULY 8, 1941.

(Seal) EDWIN E.CARLSON,
Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BEFORE ME, MRS.ELIZABETH GENTRY, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED J.E.ACUFF AND E.R.DERRYBERRY WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ON OATH ACKNOWLEDGED THEMSELVES TO BE THE VICE PRESIDENT AND SECRETARY OF THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, INCORPORATED, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH VICE PRESIDENT AND SECRETARY BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY J.E.ACUFF AS VICE PRESIDENT, AND ATTESTING THE SAME BY E.R.DERRYBERRY AS SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE, IN NASHVILLE,TENNESSEE, THE 29TH DAY OF MARCH, 1940.

(SEAL) MRS.ELIZABETH GENTRY,
NOTARY PUBLIC.

MY COM.EX. JULY 8, 1941.

U.S.R.S. $0.50.
RECD APRIL IST, 1940 AT 8:51 A.M.
MM

NUMBER 35591 RECORDED APRIL IST,1940 W.G.OGLES ET UX, TO MRS. ALLIE NEWMAN

J.A.E.

INSTALLMENT DEED

1097

FOR AND IN CONSIDERATION of the sum of TWELVE HUNDRED ($1200.00) DOLLARS

of which ONE HUNDRED ($100.00) DOLLARS has been paid in cash by

MRS. ALLIE NEWMAN , the receipt of which is hereby acknowledged, and for the remainder

ELEVEN HUNDRED ($1100.00) DOLLARS

the said MRS. ALLIE NEWMAN HAS EXECUTED 79 PROMISSORY MONTHLY NOTES PAYABLE TO THE ORDER OF W.G. OGLES AND EVA OGLES, THE FIRST 78 OF SAID NOTES ARE IN THE SUM OF $14.00 EACH AND THE LAST OR 79TH NOTE IS IN THE SUM OF $8.00 . THE FIRST ONE OF SAID NOTES IS DUE AND PAYABLE ON OR BEFORE APRIL 26, 1940, AND THE OTHERS ON OR BEFORE THE 26TH DAY OF EACH MONTH CONSECUTIVELY THEREAFTER . SAID NOTES BEAR DATE OF MARCH 26, 1940

all of said notes bearing TWO 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. W.G. OGLES AND WIFE EVA OGLES,

have this day bargained and sold, and do hereby transfer and convey, unto the said MRS. ALLIE NEWMAN HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT OF LAND IN THE 13TH FORMERLY THE 23RD CIVIL DISTRICT OF DAVIDSON COUNTY,TENNESSEE. BEING LOT NO.8 ON AN UNREGISTERED PLAN OF THE J.E.CURTIS PROPERTY DESCRIBED AS FOLLOWS;

BEGINNING ON THE WESTERLY MARGIN OF THE HAMILTON ROAD, 175 FEET SOUTHERLY FROM THE SOUTHERLY MARGIN OF CILFF DRIVE, BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO J.H.GOODRICH AND WIFE BY DEED FROM ~~D.C. LUDINGTON~~ AND WIFE OF RECORD IN BOOK NO.~~634~~ 1/4 PAGE ~~153~~ REGISTER'S OFBICE FOR SAID COUNTY, THENCE WITH THE WESTERLY MARGIN OF SAID ROAD SOUTHWARDLY 87.5 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO W.L.WARNER, AND WIFE BY DEED FROMCHARLES ARRINGTON AND WIFE OF RECORD IN BOOK 898 PAGE 337, SAID REGISTER'S OFFICE; THENCE WITH WARNER S NORTHERN BOUNDARY LINE WESTWARDLY 276.5 FEET TO THE EASTERLY MARGIN OF GOODRICH-AVENUE ; THENCE WITH SAID GOODRICH AVENUE NORTHWARDLY 87.5 FEET TO GOODRICH 'S SOUTHERN BOUNDARY LINE, THENCE WITH SAID LINE EASTWARDLY 276.5 FEET TO THE BEGINNING.

J.E. Curtis

BEING THE SAME PROPERTY CONVEYED TO W.G.OGLES, AND WIFE EVA OGLES BY DEED FROM G.H.GREEN ET AL, DATED DECEMBER 31, 1936, AND RECORDED IN BOOK NO.1025, PAGE 24, SAID REGISTER,S OFFICE.

PURCHASER ASSUMES AND AGREES TO PAY TAXES FOR THE YEAR 1940.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS. ALLIE NEWMAN HER 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 MRS. ALLIE NEWMAN HER 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 MRS. ALLIE NEWMAN AND HUSBAND ROBERT F. NEWMAN do hereby transfer and convey unto HOLLIS DEMONBREUN , 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.