WE , the said E.B.WALTON AND WIFE, EFFIE K.WALTON, , 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 I , the said E.B.WALTON, , 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 I 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, I 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 E.B.WALTON AND WIFE, EFFIE K. WALTON, 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 HERBERT N.JORDAN, 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 RUTH N.LIPSCOMB AND HUSBAND, HORACE S.LIPSCOMB, and E.B.WALTON AND WIFE, EFFIE K.WALTON, HAVE , hereunto set our hands at NASHVILLE , Tennessee, this the 1ST day of JULY , 1936.

RUTH N.LIPSCOMB
HORACE S.LIPSCOMB
E.B.WALTON
EFFIE K.WALTON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WADE SAIN, , a Notary Public in and for said County and State, the within named HORACE S.LIPSCOMB AND WIFE, RUTH N.LIPSCOMB, AND E.B. WALTON AND WIFE, EFFIE K.WALTON, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And RUTH N.LIPSCOMB AND EFFIE K.WALTON, WIVES, RESPECTIVELY, , of the said HORACE S.LIPSCOMB AND E.B.WALTON, having appeared before me privately and apart from THEIR husband S , the said RUTH N.LIPSCOMB AND EFFIE K.WALTON, , acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 2ND day of JULY , 1936.

My commission expires APR.17, 1940.

(Seal) WADE SAIN,
Notary Public.

U.S.R.S. $0.50.

RECD FEB. 9, 1939 AT 3:47 P M

NUMBER 13123 RECORDED FEB. 11TH, 1939 NASHVILLE TRUST COMPANY TRUSTEE
TO VIRGIL C. KING ET UX.

V.

INSTALLMENT DEED

1102

FOR AND IN CONSIDERATION of the sum of ($1,500.00) ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS of which ONE HUNDRED FIFTY AND NO/100 ($150.00) DOLLARS has been paid in cash by VIRGIL C. KING AND WIFE NADINE HAYNES KING, ONE THOUSAND THREE HUNDRED FIFTY AND NO/100 , the receipt of which is hereby acknowledged, and for the remainder DOLLARS the said VIRGIL C. KING AND WIFE NADINE HAYNES KING, HAVE EXECUTED THEIR ONE NOTE BEARING EVEN DATE HEREWITH PAYABLE TO THE ORDER OF NASHVILLE TRUST COMPANY, TRUSTEE IN ONE HUNDRED THIRTY NINE (139) MONTHLY INSTALLMENTS OF THIRTEEN AND 50/100 ($13.50) DOLLARS EACH. EACH OF SAID INSTALLMENTS INCLUDING PRINCIPAL AND INTEREST. THE FIRST INSTALLMENT OF WHICH IS DUE ON MARCH 8TH, 1939 AND THE OTHERS DUE MONTHLY THEREAFTER RESPECTIVELY.

I declare that I am the true and lawful holder of the within and foregoing instrument and that the same is a true copy of the original thereof. Affiant.

SAID $1,350.00 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

NASHVILLE TRUST COMPANY TRUSTEE, FORMERLY NASHVILLE AND AMERICAN TRUST COMPANY, TRUSTEE PURSUANT TO THE POWER AND AUTHORITY VESTED IN IT AS TRUSTEE.

HAS have this day bargained and sold, and do hereby transfer and convey, unto the said VIRGIL C. KING AND WIFE NADINE HAYNES KING THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PARTS OF LOTS NOS. 175 AND 176, ON THE PLAN OF WEST GROVE ADDITION AS OF RECORD IN BOOK 421 PAGE 88 REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT IN THE NORTHERLY MARGIN OF PILCHER AVENUE 110 FEET WESTERLY FROM THE WESTERLY MARGIN OF 36TH AVENUE NORTH; THENCE NORTHWARDLY PARALLEL TO SAID 36TH AVENUE NORTH 150 FEET TO AN ALLEY THENCE WESTWARDLY WITH SAID ALLEY 50 FEET THENCE SOUTHWARDLY PARALLEL TO 36TH AVENUE NORTH 150 FEET TO THE NORTHERLY MARGIN OF PILCHER AVENUE THENCE EASTWARDLY WITH SAID MARGIN OF SAID AVENUE 50 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO NASHVILLE TRUST COMPANY, TRUSTEE FORMERLY NASHVILLE AND AMERICAN TRUST COMPANY, TRUSTEE BY DEED FROM CHARLES NELSON TRUSTEE OF RECORD IN BOOK 923, PAGE 777 SAID REGISTER'S OFFICE .

TAXES FOR THE YEAR 1939 ON THE HEREIN DESCRIBED PROPERTY PRO - RATED AS OF EVEN DATE HEREWITH BY AND BETWEEN THE GRANTOR AND GRANTEES AND ASSUMED BY THE GRANTEES

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said VIRGIL C. KING AND WIFE NADINE HAYNES HING THEIR heirs and assigns, forever, NASHVILLE TRUST COMPANY TRUSTEE AS AFORESAID covenant that IT IS 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 SET OUT HEREIN

NASHVILLE TRUST COMPANY, TRUSTEE AS AFORESAID further covenant and bind ITSELF, ITS SUCCESSORS, heirs and representatives, to warrant and forever defend the title to said real estate to said VIRGIL C. KING AND WIFE NADINE HAYNES KING THEIR heirs and assigns, against the lawful claims of all persons. BUT SAID TRUST COMPANY COVENANTS AND WARRANTS AS TRUSTEE, AND NOT OTHERWISE.

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 VIRGIL C.KING AND WIFE NADINE HAYNES KING, do hereby transfer and convey unto ALBERT H. THOMAS , Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid and