WE , the said JOE C. EAVES & WIFE ALICE U. EAVES , 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 $ 500.00 BOTH FIRE & TORNADO 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 JOE C. EAVES & WIFE ALICE U. EAVES , 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 JOE C. EAVES & WIFE ALICE U. EAVES 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 H. C. PEARSON 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 ROY KENNEDY & WIFE MAE W. KENNEDY and JOE C. EAVES & WIFE ALICE U. EAVES , hereunto set our hands at NASHVILLE , Tennessee, this the 30TH day of MARCH , 1939.

ROY KENNEDY
MAE W. KENNEDY
Joe C. X Eaves (his mark)
Alice U. Eaves

WITNESS SIGNATURE OF
JOE C. EAVES
L. H. BOWLING

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. T. GAITHER , a Notary Public in and for said County and State, the within named ROY KENNEDY & WIFE MAE W. KENNEDY AND JOE C. EAVES & WIFE ALICE U. EAVES 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 ~~m~~

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 31 day of MARCH , 1939.

My commission expires 10-10-40

U.S.R.S. $1.00

(Seal) W. T. GAITHER
Notary Public.

REC'D APR 1, 1939 AT 10;15 A.M.
TP

NUMBER 15691 RECORDED APRIL 3,1939 GUS E. GOURIEUX ET UX TO LAURIE HOPER RADER ET UX

INSTALLMENT DEED

1102

FOR AND IN CONSIDERATION of the sum of ($1600.00) SIXTEEN HUNDRED AND NO/100 DOLLARS of which ($50.00)FIFTY AND NO/100 --- DOLLARS has been paid in cash by LAURIE HOPE RADER AND WIFE, GLADYS ANN RADER the receipt of which is hereby acknowledged, and for the remainder OF $1550.00 FIFTEEN HUNDRED FIFTY AND NO/100 DOLLARS the said ~~MXXXX~~ LAURIE HOPE RADER AND WIFE, GLADYS ANN RADER HAVE THIS DAY EXECUTED AND DELIVERED THEIR NINETY-FIVE (95) JOINT PROMISSORY LIEN NOTES PAYABLE TO THE ORDER OF GUS E. GOURIEUX IN AMOUNTS AND DUE AND PAYABLE AS FOLLOWS: FIRST NOTE BEING FOR THE SUM OF $50.00 AND IS DUE ON OR BEFORE FEBRAURY 20TH,1939; THE NEXT NINETY-FOUR (94) NOTES ARE FOR THE SUM OF $16.00 EACH AND THE FIRST ONE OF THE SAID 94 NOTES IS DUE AND PAYABLE ON OR BEFORE SEPTEMBER 20TH,1938, WITH ONE BEING DUE AND PAYABLE ON OR BEFORE EACH MONTH THEREAFTER UNTIL ALL ARE PAID; AND THE LAST OR 95TH NOTE IS FOR THE SUM OF $12.99 AND IS DUE AND PAYABLE ON OR BEFORE JUNE 20TH,1946,

PAYABLE AT MATURITY

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, GUS E. GOURIEUX AND WIFE, MATTIE SEAY GOURIEUX,

have this day bargained and sold, and do hereby transfer and convey, unto the said LAURIE HOPE RADER AND WIFE, GLADYS ANN RADER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.18 ON THE MAP SHOWING SUBDIVISION OF LOTS NOS.27,28,36 TO 43, INCLUSIVE, AND PARTS OF LOTS NOS.35 AND 44 IN OAK HILL SUBDIVISION NO.1, AS OF RECORD IN BOOK 547, PAGE 52, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO.18 FRONTS 100 FEET ON THE SOUTHERLY SIDE OF GLENDALE PARK AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 285 FEET TOAA DEAD LINE.

BEING THE SAME PROPERTY CONVEYED TO GUS E. GOURIEUX AND WIFE, MATTIE SEAY GOURIEUX , BY DEED FROM MRS. CARRIE ROLFE, ET AL, DATED MAY 27TH,1936, AND RECORDED IN BOOK 989, PAGE 342, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE.

THIS CONVEYANCE IS MADE SUBJECT TO CERTAIN RESTRICTIVE COVENANTS CONTAINED IN DEED FROM W.H. SOPER AND WIFE TO PHILLIP R. ROLFE, OF RECORD IN BOOK 670 PAGE 12, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, REFERENCE TO WHICH IS HEREBY MADE FOR A FULL AND ACCURATE DESCRIPTION.

I declare that I am the true and lawful holder of the debt secured by the instrument written above, and hereby acknowledge the satisfaction and discharge of the lien to secure same in full. This 1st day of June 1939.

Attest: M. M. Gaither

Pd $1.00 U.S.R.S. 1939 Apr 3 by W. T. Gaither

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LAURIE HOPER RADER AND WIFE, GLADYS ANN RADER, THEIR heirs and assigns, forever, WE covenant that WE ARE lawfully seised and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. EXCEPT 1938 STATE & COUNTY TAXES WHICH GRANTEES HEREIN ASSUME AND AGREE TO PAY. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said LAURIE HOPER RADER AND WIFE, GLADYS ANN RADER, 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 LAURIE HOPE RADER AND WIFE GLADYS ANN RADER, do hereby transfer and convey unto JNO. A. BOLLING , 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.