WE , the said C.A.HAYS AND WIFE, SUSIE HAYS, , 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 C.A.HAYS AND WIFE, SUSIE HAYS, , 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 C.A.HAYS, HIS 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 FRANK ADAMS, 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 LAURA B.ADAMS AND HUSBAND, W. D. ADAMS,

and C.A.HAYS AND WIFE,SUSIE HAYS, , hereunto set our hands

at NASHVILLE, , Tennessee, this the 13TH day of APRIL, ,1939 .

LAURA B.ADAMS.
W.D.ADAMS
C.A.HAYS
SUSIE HAYS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE V.STEPHENS, , a Notary Public in and for said County and State, the within named LAURA B. ADAMS AND HUSBAND, W.D.ADAMS AND C.A.HAYS AND WIFE, SUSIE HAYS,

the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And , of the said

having appeared before me privately and apart from husband , the said , 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 19TH day of APRIL, ,1939.

My commission expires OCT. 17, 1939.

(Seal) LOUISE V.STEPHENS,
Notary Public.

U.S.R.S. $1.00
RECD MAY 25, 1939 AT 11:59 A.M.
MM

INSTALLMENT DEED

1116

FOR AND IN CONSIDERATION of the sum of ($3500.00) THIRTY FIVE HUNDRED AND NO/100 - - DOLLARS

of which ($200.00) TWO HUNDRED AND NO/100 - - - - - - - - - - - - DOLLARS has been paid in cash by R. V. CHILD , the receipt of which is hereby acknowledged, and for the remainder ($3300 00) THIRTY THREE HUNDRED AND NO/100 - - - - - - - - - - - - - - - - - - DOLLARS the said R. V. CHILD HAS ASSUMED AND DOES AGREE TO PAY $2715.42 BEING THE BALANCE DUE ON A NOTE OF $2800.00) DATED DECMBER 1, 1938, EXECUTED BY THEO W. ECKHARDT AS SET OUT AND DESCRIBED IN A DEED OF TRUST TO HERSCHEL GREER, TRUSTEE OF RECORD IN BOOK 1043, PAGE 112, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN. THE ABOVE NOTE IS PAYABLE TO THE UNION TRUST CO. IN 139 MONTHLY INSTALLMENTS OF $28.00 EACH, WHICH INCLUDES INTEREST AND PRINCIPAL, FIVE OF SAID MONTHLY INSTALMENTS HAVE BEEN PAID LEAVING 134 MONTHLY INSTALMENTS OF $28.00 EACH, WHICH ARE ASSUMED BY THE SAID R. V. CHILD. THE FIRST ONE OF SAID INSTALMENTS OR PAYMENTS FALLS DUE JUNE 1, 1939 AND ONE UPON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL ALL OF SAID 134 INSTALMENTS HAVE BEEN PAID. AND FOR THE REMAINDER $584.58 THE SAID R. V. CHILD HAS THIS DAY EXECUTED HIS 58 PROMISSORY NOTES PAYABLE TO THE ORDER OF THEO W. ECKHARDT MONTHLY AFTER DATE WITH INTEREST AT 6 PER CENT. 57 OF SAID NOTES ARE IN THE SUM OF $10.00 EACH, AND ONE, THE 58TH OR LAST NOTE, BEING IN THE SUM OF $14.58. THE FIRST ONE OF SAID 58 NOTES FALLS DUE JUNE 15, 1939, AND ONE UPON THE 15TH DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID.

all of said 58 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, THEO W. ECKHARDT, UNMARRIED AND OVER 21 YEARS OF AGE

have this day bargained and sold, and do hereby transfer and convey, unto the said R. V. CHILD UNMARRIED AND OVER 21 YEARS OF AGE, HIS heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING LOT NO. 364 AND THE EASTERLY 5 FEET OF LOT NO. 363 ON THE MAP OF RICHLAND REALTY COMPANY'S DIVISION "C" A PLAN OF WHICH IS OF RECORD IN BOOK 421, PAGE 31, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO. 364 AND THE EASTERLY 5 FEET OF LOT NO. 363 BEING TOGETHER 65 FEET ON THE NORTHERLY SIDE OF CAMBRIDGE AVENUE AND RUN BACK 367.8 FEET ON THE EASTERLY LINE AND 339.6 FEET, MORE OR LESS ON THE WESTERLY LINE TO A DEAD LINE ON WHICH THEY MEASURE 71.3 FEET.

AND BEING A PART OF THE SAME PROPERTY CONVEYED TO THEO W. ECKHARDT BY DEED FROM CHRIST CONTOS AND WIFE OF RECORD IN BOOK 873, PAGE 238, SAID REGISTER'S OFFICE.

THE SAID R. V. CHILD ASSUMES ALL TAXES UPON THE WITHIN DESCRIBED PROPERTY FOR THE YEAR 1939.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said R. V. CHILD , HIS heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said R. V. CHILD, HIS 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 R. V. CHILD do hereby transfer and convey unto JAMES BURNS , 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.