I , the said ALICE M. FULGHUM , 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 $ INSURABLE VALUE - FIRE & WIND 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.

I 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 I 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 ALICE M. FULGHUM , 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.

I 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. I 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 ALICE M. FULGHUM, HER 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 BAXTER CATO 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 MRS. MAUD DAHLMAN (A WIDOW)

and ALICE M. FULGHUM , hereunto set our hands

at NASHVILLE , Tennessee, this the 18TH day of MAY , 19 39.

MRS. MAUD DAHLMAN

ALICE M. (WIDOW) FULGHUM

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. L. BAINBRIDGE , JR , a Notary Public in and for said County and State, the within named MRS. MAUD DAHLMAN (A WIDOW) AND ALICE M. FULGHUM (AWIDOW) 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 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.

Witness my hand and official seal at Nashville, Tennessee, this 24TH day of MAY , 19 39.

My commission expires MAY 6, 1940

U.S.R.S. $1.50

(Seal) W. L. BAINBRIDGE, JR
Notary Public.

REC'D MAY 26, 1939 AT 3;58 P.M.

TP

SMITH-BARNHILL & GRUCE CO. NASHVILLE

INSTALLMENT DEED

1116

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND AND NO/100 ($1,000.00) DOLLARS

of which FIFTY AND NO/100 ($50.00) - - DOLLARS has been paid in cash by ARLEY S.HAVEN, , the receipt of which is hereby acknowledged, and for the remainder NINE HUNDRED FIFTY AND NO/100 ($950.00) DOLLARS the said ARLEY S.HAVEN,

HAS ASSUMED AND AGREE TO PAY THE REMAINING 31 UNPAID NOTES OF A SERIES OF 60 MONTHLY NOTES EXECUTED BY C.B.TOOMBS AND WIFE, M.A.TOOMBS, AND PAYABLE TO THE ORDER OF MRS.R.L.SMITH, SAID NOTES ARE SECURED BY THE RETENTION OF A VENDOR'S LIEN IN A DEED OF RECORD IN BOOK 1102, PAGE 107, R.O.D.C.TENNESSEE. ALL OF SAID NOTES ARE IN THE PRINCIPAL SUM OF $15.00 EACH, WITH INTEREST ON THE UNPAID BALANCE BEING COMPUTED AND ADDED TO EACH NOTE, THE FIRST OF THE REMAINING 31 UNPAID NOTES IS IN THE SUM OF $17.33 AND IS DUE AND PAYABLE FEBRUARY 17TH, 1939, AND ANOTHER NOTE IS DUE ON THE SAME DAY OF EACH SUCEEDING MONTH THEREAFTER UNTIL ALL HAVE MATURED. AND FOR THE REMAINDER $485.00 THE SAID ARLEY S.HAVEN AND WIFE, RUTH HAVEN HAVE EXECUTED AND DELIVERED THEIR NOTE FOR SAID SUM, THE SAME BEARING INTEREST AT THE RATE OF SIX PER-CENT PER ANNUM, PAYABLE PRINCIPAL AND INTEREST IN MONTHLY INSTALLMENTS OF $15.00. THE FIRST INSTALLMENT TO BE DUE ON SEPTEMBER 17TH, 1941, AND ANOTHER LIKE SUM ON THE SAME DAY OF EACH SUCEEDING MONTH UNTIL THE MATURITY OF THE ENTIRE DEBT, PRINCIPAL AND INTEREST; INTEREST ON THE NOTE UNTIL THE MONTHLY PAYMENTS BEGINS SHALL BE PAYABLE SEMI-ANNUALLY. PAYMENTS TO BE APPLIED FIRST TO THE INTEREST ON THE UNPAID BALANCE AND THE REMAINDER TO PRINCIPAL, INTEREST ON SAID NOTE SHALL BE FIGURED FROM FEBRUARY IST, 1939.

I declare that I am the true and lawful holder of the claim contained in the within mortgage and I hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. In full. This 16th day of May 1941. Witness my hand. [illegible] DEPUTY REGISTER

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, A.J.LINX AND WIFE, LOLA LINX,

have this day bargained and sold, and do hereby transfer and convey, unto the said ARLEY S.HAVEN, HIS heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING THE WEST 33 FEET OF LOT NO.91 AND THE EAST 17 FEET OF LOT NO.92 IN THE PLAN OF THE OVERHILL CITY AND W.H.FOX'S SUBDIVISION OF BLOCKS NOS. 14, 15, 16, 20, 21, 29 AND 30 OF THE CUMBERLAND NURSERIES, A PLAN OF WHICH SUBDIVISION IS OF RECORD IN BOOK 332, PAGE 21, REGISTERS OFFICE FOR SAID COUNTY.

SAID PARTS OF LOTS NOS. 91 AND 92 TOGETHER FRONT FIFTY FEET ON THE SOUTH SIDE OF ORIEL STREET AND RUN BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO A.J.LINX BY DEED FROM C.B. TOOMBS AND WIFE, OF RECORD IN BOOK 1101, PAGE 127, REGISTERS OFFICE FOR SAID COUNTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ARLEY S.HAVEN, HIS 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. EXCEPT AS ABOVE STATED AND TAXES FOR 1939 WHICH GRANTEES HEREBY ASSUME AND AGREE TO PAY WHEN DUE. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ARLEY S.HAVEN, 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 US in hand paid WE, , the said ARLEY S.HAVEN AND WIFE, RUTH HAVEN

do hereby transfer and convey unto J.G.STEPHENSON , 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.