WE , the said S. M. FUNK AND WIFE FLORENCEHURLEY FUNK , 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 S. M. FUNK AND WIFE, FLORENCE HURLEY FUNK, , 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 - 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 S/,M. FUNK AND WIFE, FLORENCE HURLEY FUNK, 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 LEWIS C. PAYNE 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 EDWIN YOUNG AND WIFE, DOROTHY M. YOUNG, S. M. FUNK and WIFE, FLORENCE HURLEY FUNK , hereunto set our hands at NASHVILLE , Tennessee, this the 14 day of JUNE , 19 39

EDWIN YOUNG
DOROTHY M. YOUNG
S. M. FUNK
FLORENCE HURLEY FUNK

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, HARRY G. NICHOL , a Notary Public in and for said County and State, the within named EDWIN YOUNG AND WIFE, DOROTHY M. YOUNG, AND S. M. FUNK AND WIFE, FLORENCE HURLEY FUNK the bargainorS , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And DOROTHY M. YOUNG AND FLORENCE HURLEY FUNK WIVES , of the said EDWIN YOUNG AND S. M. FUNK having appeared before me privately and apart from THEIR husband S , the said DOROTHY M. YOUNG AND FLORENCE HURLEY FUNK , 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 14 day of JUNE , 19 39 .

My commission expires 10-6-41

(Seal) HARRY G. NICHOL
Notary Public.

U.S.R.S. $1.50
REC'D JUNE 16, 1939 AT 3;02 P.M.
TP



KEITH RANDELL & BRUCE CO. NASHVILLE

V.P. S.P.

# INSTALLMENT DEED

1116

FOR AND IN CONSIDERATION of the sum of ($2,100.00) TWO THOUSAND, ONE HUNDRED AND NO/100 DOLLARS of which TWO HUNDRED TEN AND NO/ ($210.00) DOLLARS has been paid in cash by DENNIE M.BARNETTE AND WIFE, FLORA M.BARNETTE, the receipt of which is hereby acknowledged, and for the remainder ($1,890.00) ONE THOUSAND, EIGHT HUNDRED NINETY AND NO/100 DOLLARS the said DENNIE M.BARNETTE AND WIFE, FLORA M.BARNETTE HAVE EXECUTED THEIR ONE NOTE,

BEARING EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF NASHVILLE AGRICULTURL NORMAL INSTITUTE, IN THE AMOUNT OF ONE THOUSAND, EIGHT HUNDRED NINETY AND NO/100 ($1,890.00)DOLLARS, PAYABLE IN 139 MONTHLY INSTALLMENTS OF EIGHTEEN AND 90/100 ($18.900 DOLLARS EACH. EACH OF SAID INSTALLMENTS INCLUDING PRINCIPAL AND INTEREST, THE FIRST INSTALLMENT OF WHICH IS DUE ON JULY 14TH,1939, AND THE OTHERS, DUE MONTHLY THEREAFTER RESPECTIVELY.

I declare that I am the true and lawful holder of the note secured by the instrument within recorded, and hereby authorize the Register to discharge of the lien to secure the same in full. This 29 day of Oct 1968

Attest: C. McKinley DEPUTY REGISTER

NASHVILLE TRUST CO.
By J. Walton
ASST. VICE PRES.

SAID $1,890.00 NOTE

~~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

RURAL EDUCATIONAL ASSOCIATION, AN ELLEEMOSYNARY CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF TENNESSEE, HAS ~~have~~ this day bargained and sold, and do hereby transfer and convey, unto the said DENNIE M.BARNETT AND WIFE, FLORA M.BARNETTE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING LOTS NOS.150 AND 151 ON THE MAP OF MCEWEN PLACE, AS OF RECORD IN BOOK 332, PAGE 133, REGISTER'S OFFICE FOR SAID COUNTY .

SAID LOTS NOS.150 AND 151 FRONT TOGETHER 60 FEET ON THE EASTERLY SIDE OF ALLEN STREET, AND RUN BACK BETWEEN PARALLEL LINES 128 FEET TO AN ALLEY IN THE REAR.

BEI NG PART OF T HE PROPERTY CONVEYED TO RURAL EDUCATIONAL ASSOCIATION, INC. BY DEED FROM NASHVILLE BUILDING AND LOAN ASSOCIATION, OF RECORD IN BOOK 1027 PAGE 586 REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

THIS CONVEYANCE IS MADE SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN DEED FROM FIRST SAVINGS BANK & TRUST COMPANY, TRUSTEE, TO HIM TALLEY, OF RECORD IN BOOK 515, PAGE 139, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

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 DENNIE M.BARNETTE AND WIFE, FLORA M.BARNETTE, THEIR heirs and assigns, forever, RURAL EDUCATIONAL ASSOCIATION,A CORP. AS AFORESAID covenantS 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.RURAL EDUCATIONAL ASSOCIATION,A CORP AS AFORESAID. ~~RNRANKNEOMNXDXONNKNXSSOENXDXON~~ further covenantSand bind S ITSELF, ITS heirs and representatives, to warrant and forever defend the title to said real estate to said DENNIE M.BARNETTE AND WIFE, FLORA M.BARNETTE, 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 DENNIE M.BARNETTE AND WIFE, FLORA M.BARNETTE do hereby transfer and convey unto CECIL SIMS , 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.