WE , the said CURTIS D.STEWART AND WIFE, NANNIE M.STEWART, , 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 $ 2500.00 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 CURTIS D.STEWART AND WIFE, NANNIE M.STEWART, , 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 GRANTEES, 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 MARVIN K.BARRY, 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 J.E.FRAZIER AND WIFE, AGNES M.FRAZIER, and CURTIS D.STEWART AND WIFE, NANNIE M.STEWART, , hereunto set our hands at NASHVILLE, , Tennessee, this the 26TH day of JUNE , 19 39.

J.E.FRAZIER
AGNES M.FRAZIER
CURTIS.D.STEWART
NANNIE M.STEWART.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, GAYNELLE PARSONS, , a Notary Public in and for said County and State, the within named J.E.FRAZIER AND WIFE, AGNES M.FRAZIER, AND CURTIS D.STEWART AND WIFE, NANNIE M.STEWART, 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 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 26TH day of JUNE , 19 39.

My commission expires OCTOBER 8, 1941.

(Seal) GAYNELLE PARSONS,
Notary Public.

U.S.R.S. $2.00.
RECD JUNE 30TH, 1939 AT 12:20 PM.
MM

447M MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1116

FOR AND IN CONSIDERATION of the sum of TWO, TJOUSAND, FIVE HUNDRED AND NO/100 ($2,500.00)DOLLARS of which THREE HUNDRED AND NO/100 ($300.00) - - - - - - - - - - - - DOLLARS has been paid in cash by THE GRACE M. EATON DAY HOME, INC. , the receipt of which is hereby acknowledged, and for the remainder NAMELY; TWO THOUSAND, TWO HUNDRED AND NO/100 ($2200.00) - - - - - - - - - - - - - - DOLLARS the said GRACE M. EATON DAY HOME, INC. A CORPORATION HAS EXECUTED AND DELIVERED TO THE UNITED CHARITIES, A CORPORATION, ITS' 15 PROMISSORY NOTES, THE FIRST ONE OF WHICH IS IN THE SUM OF $216.00 AND EACH SUCCEEDING NOTE, RESPECTIVELY THEREAFTER, IS FOR AN AMOUNT OF $4.50 LESS THAN THE PRECEEDING NOTE, EXCEPT THE LAST ONE, WHICH IS FOR THE SUM OF $103.00 AND NONE OF SAID NOTES BEAR INTEREST EXCEPT AFTER MATURITY, THE INTEREST HAVING BEEN COMPUTED AT THE RATE OF 6% PER ANNUM, AND ADDED INTO THE FACEOF EACH NOTE, AND THE FIRST ONE OF SAID NOTES FALLS DUE ON OR BEFORE THE FIRST DAY OF JANUARY 1940; THE SECOND ONE ON OR BEFORE JULY 1, 1940, AND THE OTHERS, ONE, ON OR BEFORE THE FIRST DAY OF JANUARY AND FIRST DAY OF JULY OF EACH YEAR, RESPECTIVELY, THEREAFTER, UNTIL ALL MATURE.

ALL OF SAID NOTES PROVIDING FOR PAYMENT OF ATTORNEY FEES, AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST, AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED, THE UNITED CHARITIES, A CORPORATION, HAVE THIS DAY BARGAINED AND SOLD, AMD DO HEREBY TRANSFER AND CONVEY UNTO THE SAID GRACE M. EATON DAY HOME, A TENNESSEE CORPORATION, ITS REPRESENTATIVES AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING PARTS OF LOTS NOS. 27 AND 28 IN JOHN R. HUDSON'S PLAN OF LOTS, AS OF RECORD IN BOOK 21, PAGE 136, REGISTER'S OFFICE FOR SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PEARL OR GAY STREET AND ROBERTSON STREET, NOW 17TH AVENUE NORTH; RUNNING THENCE WITH THE NORTHERLY MARGIN OF GAY STREET WESTWARDLY 86 FEET TO A POINT; THENCE NORTHWARDLY AND PARALLEL WITH 17TH AVENUE NORTH 163 FEET TO A POINT; THENCE EASTWARDLY AND PARALLEL WITH GAY STREET 86 FEET TO THE WESTERLY MARGIN OF 17TH AVENUE NORTH; THENCE WITH THE WESTERLY MARGIN OF 17TH AVENUE NORTH SOUTHWARDLY 163 FEET TO THE POINT OF BEGINNING. BEING PART OF THE PROPERTY CONVEYED TO UNITED CHARITIES BY DEED FROM JOSEPH R. WEST, CLERK AND [illegible] MASTER OF RECORD IN BOOK 668, PAGE 124 SAID REGISTER'S OFFICE [illegible] GRACE M. EATON DAY HOME, INC., ITS REPRESENTATIVES [illegible]

(X) STATE OF TENNESSEE - COUNTY OF DAVIDSON
PERSONALLY APPEARED BEFORE ME H. A. VANTREASE A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, CARRIE E. DICKERSON AND GRACE M. EATON, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY OF THE GRACE M. EATON DAY HOME, INC., THE BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND SECRETARY BEING AUTHORIZED SOT TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY THE SAID CARRIE M. DICKERSON AS SUCH PRESIDENT AND ATTESTING SAME BY GRACEM. EATON AS SUCH SECRETARY.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS THE IST DAY OF JULY 1939.

MY COM. EXPIRES 4-30-41

(SEAL) H. A. VANTREASE.
NOTARY PUBLIC

COPY OF RELEASE
BOOK NO. 2034 PAGE NO. 140
R.O.D.C., TENN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GRACE M. EATON DAY HOME, INC., ITS REPRESENTATIVES and assigns, forever, THE SAID UNITED CHARITIES 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.

THE SAID UNITED CHARITIES further covenants and binds ITS ASSIGNS and representatives, to warrant and forever defend the title to said real estate to said GRACE M. EATON DAY HOME, INC., ITS REPRESENTATIVES 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 GRACEM. EATON DAY HOME, INC. do hereby transfer and convey unto L. A. NEWMAN , 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.