I , the said MARY P.DAVIS , 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 $ 5,000.00 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.

I XXX 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 MARY P.DAVIS , 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 MARY P.DAVIS 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 M.G. HORKINS 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 GEORGE M.SPEARS AND WIFE, MATTIE ORR SPEARS and MARY P.DAVIS , hereunto set our hands at NASHVILLE , Tennessee, this the 3 day of AUGUST , 19 39.

GEO. M.SPEARS
MATTIE ORR SPEARS
MARY P.DAVIS
KELLY J.DAVIS

FLORIDA,
STATE OF ~~TENNESSEE~~ DAVIDSON COUNTY.

Personally appeared before me, FRANCIS H.WALPOLE , a Notary Public in and for said County and State, the within named GEORGE M.SPEARS AND WIFE, MATTIE ORR SPEARS 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 X having appeared before me privately and apart from husband , the said , 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 31 day of JULY , 19 39.

My commission expires MAY 6 1942
NOTARY PUBLIC STATE OF FLORIDA AT LARGE. (Seal) FRANCIS H.WALPOLE
Notary Public.

STATE OF TENN,DAVISON COUNTY

PERSONALLY APPEARED BEFORE ME, MRS. ELIZABETH GENTRY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,THE WITHIN NAMED KELLY J.DAVIS AND WIFE MARY P.DAVIS THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE,TENNESSEE,THIS 7TH DAY OF AUGUST,1939.

(SEAL) MRS. ELIZABETH GENTRY, NOTARY PUBLIC
COM.EXPIRES JULY 8-1941

U.S.R.S. $2.50
REC'D AUG 7,1939 AT 1:14 P.M.

44179 MARSHALL & BRUCE CO. NASHVILLE

SP

INSTALLMENT DEED

1116

FOR AND IN CONSIDERATION of the sum of TWENTY SIX HUNDRED FIFTY ONE AND NO/100 DOLLARS of which ONE AND NO/100 - - - - - - - - - - - - - - - - - - - DOLLARS has been paid in cash by E. F. BIGGER AND WIFE, BONNIE BIGGER - - - the receipt of which is hereby acknowledged, and for the remainder TWENTY SIX HUNDRED FIFTY AND NO/100 - - - - - - - - - - - - - - - DOLLARS the said E. F. BIGGER AND WIFE, BONNIE BIGGER HAVE THIS DAY EXECUTED THEIR SEVENTY SIX PROMISSORY NOTES, THE FIRST SEVENTY FIVE BEING IN THE PRINCIPAL,SUM OF $20.00 EACH, HOWEVER, THE INTEREST HAS BEEN COMPUTED AND ADDED TO THE FACE OF EACH OF THIS SERIES OF SEVENTY FIVE NOTES, MAKING THE FIRST IN THE SUM OF $27.50, DECREASING AT THE RATE OF TEN CENTS PER MONTH. THE LAST, OR SEVENTY SIXTH NOTE, IS IN THE AMOUNT OF $1,150.00 BEARING INTEREST AT THE RATE OF SIX PER CENT PER ANNUM FROM OCTOBER 1, 1939, PAYABLE SEMI-ANNUALLY. THE FIRST OF SAID NOTES FALLS DUE ON OR BEFORE THE FIRST DAY OF NOVEMBER 1939, AND ONE ON OR BEFORE THE SAME DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID. ALL OF SAID NOTES ARE PAYABLE TO THE ORDER OF FLETCHER L. WILLIAMS; ALL OF SAID NOTES BEARING SIX PER CENT INTEREST FROM DATE OF MATURITY WITH THE EXCEPTION OF THE LAST NOTE OF $1,150.00 WHICH BEARS INTEREST FROM OCTOBER 1, 1939, PAYABLE SEMI-ANNUALLY.

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, FLETCHER L. WILLIAMS AND WIFE, OLGA H. WILLIAMS have this day bargained and sold, and do hereby transfer and convey, unto the said E. F BIGGER AND WIFE, BONNIE BIGGER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING LOT NO. 11 ON THE PLAN OF MAYLINE WEAKLEY'S SUBDIVISION OF CONFEDERATE HILL, A SUBDIVISION OF LOT NO. 26, HOBSON'S ADDITION TO EDGEFIELD, AS SHOWN ON THE PLAN OF RECORD IN BOOK 332, PAGE 134 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO. 11 FRONTS 50 FEET ON THE WESTERLY SIDE OF 11TH STREET (FORMERLY SMITH AVENUE) AND RUNS BACK BETWEEN PARALLEL LINES 202 FEET, MORE OR LESS, TO A 16 FOOT ALLEY IN THE REAR. BEING THE SAME PROPERTY CONVEYED TO FLETCHER L. WILLIAMS AND WIFE, BY DEED FROM E. W. BROWN AND WIFE, MRS. MOLLIE BROWN, OF RECORD IN BOOK 519, PAGE 203 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 6 day of June 1953
Attest: F. L. Wilson II DEPUTY REGISTER M. N. Young

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said E. F. BIGGER AND WIFE, BONNIE BIGGER, THEIR 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 FOR THE 1939 TAXES WHICH ARE PRO RATED AND ASSUMED BY THE PURCHASER WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said E. F. BIGGER AND WIFE, BONNIE BIGGER, 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 E. F. BIGGER AND WIFE, BONNIE BIGGER do hereby transfer and convey unto M. N. YOUNG , 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.