I , the said MATTIE BRINTON , 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.

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 MATTIE BRINTON , 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 MATTIE BRINTON 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 CHARLIE LOVELL 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 MAI SHWW AND HUSBAND, ROY SHAW and MATTIE BRINTON , hereunto set our hands at NASHVILLE , Tennessee, this the 29 day of AUGUST ,19 39.

MAI SHAW
ROY SHAW
MATTIE BRINTON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J. W. VAUGHAN , a Notary Public in and for said County and State, the within named MAI SHAW AND HUSVAND, ROY SHAW AND MATTIE BRINTON 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 29 day of AUGUST ,19 39.

My commission expires APRIL 11, 1942

(Seal) J. W. VAUGHAN
Notary Public.

U.S.R.S. $2.00
RECEIVED AUG. 29, 1939 AT 2:30 P.M.

NUMBER 24003 RECORDED AUGUST 30, 1939.
SOPHIA M.NEAL, ET VIR., TO D.J.GIBSON, ET UX.

64179 MARSHALL & BRUCE CO. NASHVILLE

1320

INSTALLMENT DEED

1116

FOR AND IN CONSIDERATION of the sum of FORTY TWO HUNDRED FIFTY ONE AND NO/100 ($4251.00) DOLLARS of which THIRTY SIX HUNDRED AND NO/100 ($3600.00) - DOLLARS has been paid in cash by D.J.GIBSON AND WIFE, LOUISE S.GIBSON , the receipt of which is hereby acknowledged, and for the remainder SIX HUNDRED FIFTY ONE AND NO/100 ($651.00) DOLLARS the said D.J.GIBSON AND WIFE, LOUISE S. GIBSON

HAVE EXECUTED THEIR NOTE FOR SAID SUM $651.00, THE SAME BEARING INTEREST AT THE RATE OF SIX PER CENT PER ANNUM, PAYABLE PRINCIPAL AND INTEREST IN MONTHLY INSTALLMENTS OF $6.00, THE FIRST INSTALLMENT TO BE DUE SEPTEMBER 1ST, 1939, AND ANOTHER LIKE SUM ON THE SAME DAY OF EACH SUCEEDING MONTH THEREAFTER UNTIL THE MATURITY OF THE ENTIRE DEBT, PRINCIPAL AND INTEREST; PAYMENTS TO BE APPLIED FIRST TO INTEREST ON THE UNPAID BALANCE AND REMAINDER TO PRINCIPAL. INTEREST ON THE NOTE SHALL BE FIGURED FROM AUGUST 28TH, 1939, AND EXTRA PAYMENTS MAY BE MADE AT ANY TIME AND INTEREST WILL BE CHARGED ONLY ON THE UNPAID BALANCE. SAID NOTEPROVIDING FOR THE PAYMENT OF ATTORNEY FEES, AND TO SECURE THE PAYMENT OF SAID NOTE, PRINCIPAL AND INTEREST, AND ATTORNEY FEES A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED, BUT SAID LIEN IS A SECOND LIEN, SUBORDINATE AND INFERIOR TO THE LIEN OF THE FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE, AS SET OUT IN A DEED OF TRUST TO LOUIS R.LINX, TRUSTEE, OF EVEN DATE HEREWITH, TO SECURE THE FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE IN THE PAYMENT OF A NOTE IN THE SUM OF $3200.00, AS OF RECORD IN BOOK __, PAGE __, REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

~~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, SOPHIA M.NEAL AND HUSBAND, A.W.NEAL,

have this day bargained and sold, and do hereby transfer and convey, unto the said D.J.GIBSON AND WIFE, LOUISE S.GIBSON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING LOT NO.2 OF BLOCK "A", ON THE PLAN OF A SUBDIVISION OF PART OF THE SOPHIA M.NEAL PROPERTY, AS OF RECORD IN BOOK 1130, PAGE 4, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO.2 FRONTS 50 FEET ON THE WESTERLY SIDE OF NEAL TERRACE AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO A DEAD LINE.

BEING PART OF THE PROPERTY CONVEYED TO SOPHIA M.NEAL BY DEED FROM HOME OWNER'S LOAN CORPORATION OF RECORD IN BOOK 1084, PAGE 119, SAID REGISTERS OFFICE.

SAID PROPERTY IS CONVEYED SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN AN INSTRUMENT EXECUTED BY SOPHIA M.NEAL, OF RECORD IN BOOK 1066, PAGE 459, R.O.D.C., TENNESSEE.

SAID PROPERTY IS CONVEYED SUBJECT TO AN EASEMENT FOR PUBLIC UTILITIES ACROSS THE REAR OF SAID LOT AS SHOWN ON PLAN IN BOOK 1130, PAGE 4, R.O.D.C.TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said D.J.GIBSON AND WIFE, LOUISE S. GIBSON, - 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 TAXES FOR 1939 WHICH SELLER AGREES 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 D.J.GIBSON AND WIFE, LOUISE S.GIBSON, 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 D.J.GIBSON AND WIFE, LOUISE S.GIBSON,

do hereby transfer and convey unto A.J.LINX, , 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.