WE , the said BEN L. JOHNSON AND WIFE, AGNES JOHNSON , 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 BEN L. JOHNSON AND WIFE, AGNES JOHNSON , 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 BEN L. JOHNSON AND WIFE, AGNES JOHNSON, THEIR HEIRS 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 C. W. PLEMONS 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 N. LUTHER BAGWELL, JR AND WIFE, JEAN S. BAGWELL and BEN L. JOHNSON AND WIFE, AGNES JOHNSON , hereunto set our hands at NASHVILLE , Tennessee, this the 15TH day of APRIL , 1940 .

N. LUTHER BAGWELL, JR
JEAN S. BAGWELL
BEN L. JOHNSON
AGNES JOHNSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RUTH F. WILLIAMS , a Notary Public in and for said County and State, the within named N. LUTHER BAGWELL, JR AND WIFE, JEAN S. BAGWELL AND BEN L. JOHNSON AND WIFE, AGNES JOHNSON 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 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 16TH day of APRIL 19 40.

My commission expires OCT 23, 1943

(Seal) RUTH F. WILLIAMS
Notary Public.

U.S.R.S. $1.00

REC'D APR 22, 1940 AT 3;35 P.M.

TP

47000 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1139

FOR AND IN CONSIDERATION of the sum of TWENTY FIVE HUNDRED AND NO/100 ($2500.00) DOLLARS of which TWO HUNDRED FIFTY AND NO/100 ($250.00) DOLLARS has been paid in cash by C. E. TANT AND WIFE RUTH PATTON TANT , the receipt of which is hereby acknowledged, and for the remainder TWENTY TWO HUNDRED FIFTY AND NO/100 ($2250.00) DOLLARS the said C. E. TANT AND WIFE, RUTH PATTON TANT HAVE EXECUTED AND DELIVERED A PROMISSORY NOTE OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF MRS. NORA ELLA BERNARD FOR THE SAID SUM OF $2250.00, THE SAME BEARING INTEREST AT THE RATE OF SIX PER CENT PER ANNUM, PAYABLE PRINCIPAL AND INTEREST IN MONTHLY INSTALLMENTS OF TWENTY FIVE AND NO/100 ($25.00) - DOLLARS, THE FIRST INSTALLMENT TO BE DUE ON MAY 11TH, 1940, AND ANOTHER LIKE SUM ON THE SAME DAY OF EACH SUCCEEDING MONTH UNTIL THE MATURITY OF THE ENTIRE DEBT, PRINCIPAL AND INTEREST; PAYMENTS TO BE APPLIED FIRST TO INTEREST ON THE UNPAID BALANCE AND THE REMAINDER TO PRINCIPAL. EXTRA PAYMENTS MAY BE MADE AT ANY TIME AND INTEREST WILL BE CHARGED ONLY ON THE UNPAID BALANCE. SAID 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

I, MRS. NORA ELLA BERNARD, WIDOW OF ALBERT BERNARD,

have this day bargained and sold, and do hereby transfer and convey, unto the said C. E. TANT AND WIFE, RUTH PATTON TANT, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 501 AND FIVE FEET OFF THE EAST SIDE OF LOT NO. 503 OF BLOCK 23 IN CHARLOTTE PARK 1ST. ADDITION TO NASHVILLE, A PLAN OF WHICH IS RECORDED IN BOOK NO. 7, PAGE 103, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT AND PART OF LOT FRONT TOGETHER 65 FEET ON THE NORTH SIDE OF THIRD AVENUE AND EXTEND BACK NORTWWARDLY BETWEEN PARALLEL LINES, AND WITH THE WEST SIDE OF 5TH STREET, 180 FEET TO AN ALLEY 20 FEET WIDE.

BEING THE SAME PROPERTY CONVEYED TO ALBERT AND NORA ELLA BERNARD BY DEED FROM W. P. RUTLAND AND WIFE, ELENORA W. RUTLAND, OF RECORD IN BOOK 356, PAGE 213, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. THE SAID ALBERT BERNARD HAVING SINCE DIED.

IT IS UNDERSTOOD AND AGREED BY THE PARTIES WHOSE NAMES ARE SIGNED HERETO THAT THE PROPERTY DESCRIBED HEREIN IS UNDER LEASE TO MRS. I. B. HIME AND LELA GIRARD AND THAT THIS CONVEYANCE IS EXPRESSLY SUBJECT TO SAID LEASE.

I declare that I am the true and lawful holder of the claim secured by this instrument, and that the same is just and unpaid, and that no part thereof has been paid, and that no security other than that described herein has been received for the same, and that I am the owner of said claim. This ___ day of ___

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said C. E. TANT AND WIFE, RUTH PATTON TANT, THEIR heirs and assigns, forever, I covenant that I AM 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 1940, WHICH HAVE BEEN PRO-RATED AND ASSUMED BY THE GRANTEES.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said C. E. TANT AND WIFE, RUTH PATTON TANT, 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 C. E. TANT AND WIFE, RUTH PATTON TANT do hereby transfer and convey unto CHAS. F. LOVELL , 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.