WE , the said HARLAN A.SMITH AND WIFE, GERTRUDE JOHNSON SMITH , do hereby agree to SUITABLE TO THE OWNERS AND HOLDERS OF SAID NOTE 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 $ 1,800.00 FIRE AND WINDSTORM 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 HARLAN A.SMITH AND WIFE, GERTRUDE JOHNSON SMITH , 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 HARLAN A.SMITH AND WIFE, GERTRUDE JOHNSON,SMITH, 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 ALBERT H.THOMAS, 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~~ NASHVILLE TRUST COMPANY, TRUSTEE AS AFORESAID, FORMERLY NASHVILLE AND AMERICAN TRUST COMPANY, TRUSTEE, HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS, AND ITS CORPORATE SEAL TO BE AFFIXED AND HARLAN A.SMITH, ~~and~~ AND WIFE, GERTRUDE JOHNSON SMITH, hereunto set our hands at NASHVILLE, , Tennessee, this the 8TH. day of MAY , 1940 .

ATTEST: W.W.MCNEILLY, SECRETARY.

(SEAL) NASHVILLE TRUST COMPANY, TRUSTEE
BY CHAS.NELSON, PRESIDENT

HARLAN A.SMITH

GERTRUDE JOHNSON SMITH

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 HARLAN A.SMITH AND WIFE, GERTRUDE JOHNSON SMITH,

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 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 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 8TH day of MAY 1940 .

My commission expires OCT. 23, 1943.

(Seal) RUTH F.WILLIAMS,
Notary Public.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

PERSONALLY APPEARED BEFORE ME, RUTH F.WILLIAMS, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, CHAS.NELSON, AND W.W.MCNEILLY, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY RESPECTIVELY, OF THE NASHVILLE TRUST COMPANY, THE BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND SECRETARY, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF SAID CORPORATION, AS TRUSTEE, FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION, AS SUCH TRUSTEE, BY THE SAID CHAS.NELSON, AS PRESIDENT, AND BY AFFIXING ITS CORPORATE SEAL AND ATTESTING THE SAME, BY THE SAID W.W.MCNEILLY, AS SUCH SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE,TENNESSEE, THIS THE 14TH DAY OF MAY, 1940.

MY COM.EX. OCT.23, 1943.

(SEAL) RUTH F.WILLIAMSON,
NOTARY PUBLIC.

U.S.R.E. $2.00
RECD MAY 15, 1940 AT 3:42 P.M.

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INSTALLMENT DEED

Book No. 1139

FOR AND IN CONSIDERATION of the sum of TWENTY-FOUR HUNDRED FIFTY & 00/100($2450.00) DOLLARS of which ONE HUNDRED & 00/100 DOLLARS has been paid in cash by AND TWO HUNDRED DOLLARS BY THE TRANSFER, ~~the receipt of which is hereby acknowledged, and~~ XXX ~~the said~~ XXXX