I, the said L. D. WARREN, 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 $ 10,000.00 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 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 herein, the same to bear interest from the date of such payment.

Now, if I, the said L. D. WARREN, 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, OR IF 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. ANY INSTALLMENT OF

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~~ THE 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 L. D. WARREN, HIS 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 JOSEPH W. GRAY, 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 A. K. HEAD AND WIFE, HELEN E. HEAD,

and L. D. WARREN, hereunto set our hands

at NASHVILLE, Tennessee, this the 28TH day of MAY, 19 40.

A. K. HEAD

HELEN E. HEAD

L. D. WARREN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, F. N. MCNEILL, JR., a Notary Public in and for said County and State, the within named A. K. HEAD AND WIFE, HELEN E. HEAD, AND L. D. WARREN,

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 X 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, DAVIDSON COUNTY, Tennessee, this 28TH day of MAY, 1940.

My commission expires JULY 8, 1942.

(Seal) F. N. MCNEILL, JR.
Notary Public.

U.S.R.S. $12.50.

RECEIVED MAY 29, 1940, AT 9:35 A.M.



NUMBER 39057 RECORDED MAY 29, 1940. ROBT LUSK, ET UX TO W. H CAGE, ET UX.

# INSTALLMENT DEED

Book No. 1139

FOR AND IN CONSIDERATION of the sum of EIGHTEEN HUNDRED ($1800.00) DOLLARS

of which ONE HUNDRED AND FIFTY ($150.00) DOLLARS has been paid in cash by W. H. CAGE AND WIFE, ORA L. CAGE, the receipt of which is hereby acknowledged, and for the remainder SIXTEEN HUNDRED AND FIFTY ($1650.00) DOLLARS the said W. H. CAGE AND WIFE, ORA L. CAGE HAVE EXECUTED AND DELIVERED THEIR ONE HUNDRED AND THREE (103) PROMISSORY NOTES OF EVEN DATE WITH THIS INSTRUMENT, NUMBERED 1 TO 103, BOTH INCLUSIVE. ALL OF SAID NOTES ARE FOR SIXTEEN ($16.00) DOLLARS EACH IN PRINCIPAL, EXCEPT THE LAST ONE, WHICH IS FOR EIGHTEEN ($18.00) DOLLARS, BUT INTEREST AT THE RATE OF SIX PER CENTUM (6%) PER ANNUM, PAYABLE MONTHLY ON THE WHOLE AMOUNT DUE HAS BEEN ADDED INTO THE FACE OF EACH NOTE, THAT IS, NOTE NO. 1, DUE JUNE 26, 1940 IS FOR $24.25 AND EACH SUCCEEDING NOTE THEREAFTER, UP TO AND INCLUSIVE OF NOTE NO. 102, IS FOR $18.09. ALL OF SAID NOTES ARE PAYABLE TO THE ORDER OF ROBERT LUSK AT HIS OFFICE AND ARE SECURED BY A LIEN ON THE PROPERTY, WHICH LIEN IS ESPECIALLY RETAINED AND SAID NOTES, ALSO, PROVIDE FOR THE PAYMENT OF ALL COSTS OF COLLECTION AND ATTORNEYS' FEES, AND DO NOT BEAR INTEREST EXCEPT AFTER MATURITY, AS INTEREST AS ABOVE STATED HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE ON THE DECREASING PLAN. MATURITY

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, ROBERT LUSK AND WIFE, BINNIE BRIGGS LUSK, have this day bargained and sold, and do hereby transfer and convey, unto the said W. H. CAGE AND WIFE, ORA L. CAGE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING LOT NO. 2 IN JOHN LANGHAM'S PLAN OF LOTS, AS OF RECORD IN BOOK 57, PAGE 91, R.O.D.C., TENNESSEE. SAID LOT NO. 2 FRONTS 50 FEET ON THE SOUTH SIDE OF HERMOSA STREET AND RUNS BACK BETWEEN PARALLEL LINES 160 FEET, MORE OR LESS, TO AN ALLEY, AND BEING THE SAME PROPERTY HERETOFORE CONVEYED TO ROBERT LUSK BY DEED FROM EFFIE WYNN, UNMARRIED, OF RECORD IN BOOK _____, PAGE _____, R.O.D.C., TENNESSEE.

THE PURCHASERS HEREBY ASSUME AND AGREE TO PAY ALL TAXES FOR THE YEAR 1940 FROM THE DATE OF THIS DEED, THAT IS, TAXES ARE TO BE PRO RATED AS OF THIS DEED.

Robert Lusk

Binnie Briggs Lusk

I am the true and lawful holder of the claim secured by the instrument within mentioned, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 6 day of June 1944

Witness: M. McNeilly
COUNTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W. H. CAGE AND WIFE, ORA L. CAGE, 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 AS SET FORTH. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said W. H. CAGE AND WIFE, ORA L. CAGE, 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 W. H. CAGE AND WIFE, ORA L. CAGE do hereby transfer and convey unto E. B. HARPOLE, 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.