WE , the said WALTER F. NELSON AND WIFE, SADIE F. NELSON , 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 $ 2900.00 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.

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 WALTER F. NELSON AND WIFE, SADIE F. NELSON, , 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, IF 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 WALTER F. NELSON AND WIFE, SADIE F. NELSON, -- 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 CARL T. HINRICHS, JR., 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 CARL T. HINRICHS AND WIFE, MILDRED S. HINRICHS,

and WALTER F. NELSON AND WIFE, SADIE F. NELSON, , hereunto set our hands

at NASHVILLE, , Tennessee, this the 26TH day of SEPT., , 1940 .

CARL T. HINRICHS
MILDRED S. HINRICHS
WALTER E. NELSON
SADIE F. NELSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, IRIS L. GROOMES, a Notary Public in and for said County and State, the within named CARL T. HINRICHS AND WIFE, MILDRED S. HINRICHS, AND WALTER F. NELSON AND WIFE, SADIE F. NELSON, the bargainorS , 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 26TH day of SEPTEMBER 1940.

My commission expires JAN. 4TH, 1944.

(Seal) IRIS L. GROOMES
Notary Public.

U.S.R.S. $2.20

RECEIVED SEPT. 26, 1940, AT 2:25 P.M.



CUSH, MARSHALL & DAVIS CO. NASHVILLE

# INSTALLMENT DEED

**Book No. 1169**

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND ONE HUNDRED TWENTY-FIVE ($4,125.00) DOLLARS of which FOUR HUNDRED TWENTY-FIVE DOLLARS ($425.00) DOLLARS has been paid in cash by T.J.BURKE AND WINNIFRED DOERR BURKE, HIS WIFE, the receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND SEVEN HUNDRED ($3,700.00) DOLLARS the said T.J.BURKE AND WINNIFRED DOERR BURKE, HIS WIFE,

HAVE EXECUTED THEIR ONE PROMISSORY NOTE OF EVEN DATE HEREWITH IN THE AMOUNT OF THREE THOUSAND SEVEN HUNDRED DOLLARS PAYABLE TO THE ORDER OF J.C.SCHUTT AND AGNES SCOGGINS SCHUTT, HIS WIFE, PAYABLE IN EQUAL SUCCESSIVE MONTHLY INSTALLMENTS. THE SAID NOTE IS TO BEAR INTEREST AT THE RATE OF FIVE PER CENT PER ANNUM UNTIL PAID, WITH INTEREST BEING PAYABLE MONTHLY. EACH MONTHLY PAYMENT SHALL BE FOR THE SUM OF $29.26, AND THE FIRST OF SAID PAYMENTS IS TO BE MADE ON NOVEMBER 1, 1940, AND A LIKE AMOUNT ON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL THE ENTIRE INDEBTEDNESS HAS BEEN PAID IN FULL. OF THE AMOUNT PAID, EACH MONTH SUFFICIENT IS TO BE USED TO PAY ALL INTEREST DUE AND THE REMAINDER TO BE CREDITED TO PRINCIPAL.

SAID NOTE PROVIDES

~~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, J.C.SCHUTT AND WIFE, AGNES SCOGGINS SCHUTT,

have this day bargained and sold, and do hereby transfer and convey, unto the said T.J.BURKE AND WINNIFRED DOERR BURKE, HIS WIFE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING THE NORTHWESTERLY PARTS OF LOTS NOS. 13 AND 14 ON THE REVISED SUBDIVISION OF LOTS NOS. 11, 12, 13, 14 AND 15, BELMONT TERRACE ANNEX NO.1, AS OF RECORD IN BOOK 547, PAGE 99, SAID REGISTERS OFFICE AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY MARGIN OF GALE AVENUE OR LANE, 180 FEET SOUTHEAST OF THE NORTHEAST CORNER OF GALE AVENUE OR LANE AND BRIGHTWOOD AVENUE AND BEING THE COMMON CORNER OF LOTS NOS. 14 AND 18 OF SAID RE-SUBDIVISION; THENCE NORTHWESTERLY WITH THE DIVIDING LINE BETWEEN LOTS NOS. 13, 14, 17 AND 18, 109.5 FEET TO A POINT, THE COMMON CORNER OF LOTS NOS. 13 AND 17 OF SAID RE-SUBDIVISION; THENCE SOUTHEASTERLY 70 FEET TO A POINT; THENCE SOUTHWESTERLY AND PARALLEL WITH THE DIVIDING LINE BETWEEN LOTS NOS. 13, 14, 17 AND 18 OF SAID RE-SUBDIVISION, 112 FEET, MORE OR LESS, TO A POINT IN THE NORTHEASTERLY MARGIN OF GALE AVENUE OR LANE; THENCE NORTHWESTERLY WITH THE NORTHEASTERLY MARGIN OF GALE AVENUE OR LANE 70 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO J.C.SCHUTT AND WIFE, AGNES SCHUTT BY DEED FROM H.P.ALLEN AND WIFE, DATED APRIL 1926, OF RECORD IN BOOK 699, PAGE 460, SAID REGISTERS OFFICE, AND PART OF THE PROPERTY CONVEYED TO J.C.SCHUTT AND WIFE, AGNES SCHUTT BY DEED FROM F.C.FREEMAN AND WIFE, DATED MARCH 20, 1923, AS OF RECORD IN BOOK 612, PAGE 403, REGISTERS OFFICE FOR DAVIDSON COUNTY.

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 5th day of Aug 1950.

Attest: F. J. Wilkerson DEPUTY REGISTER

Margaret Hightower Carter
Equitable Securities corporation

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said T.J.BURKE AND WINNIFRED DOERR BURKE, HIS WIFE, THEIR heirs and assigns, forever, AS TENANTS BY THE ENTIRETY, 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said T.J.BURKE AND WINNIFRED DOERR BURKE, HIS WIFE, 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 T.J.BURKE AND WINNIFRED DOERR BURKE, HIS WIFE, do hereby transfer and convey unto J.C.WILKERSON, , 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.