WE , the said ED MRZENA AND WIFE, FRANCES MRZENA , 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 ED MRZENA AND WIFE, FRANCES MRZENA , 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 ED MRZENA, HIS 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 UNDER THE WILL OF WILLIAM NELSON DECEASED, HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS, AND ITS CORPORATE SEAL TO BE AFFIXED and ED MRZENA AND WIFE, FRANCES MRZENA , hereunto set our hands at NASHVILLE , Tennessee, this the 3RD day of OCTOBER , 19 40 .

ATTEST:

W. W. MCNEILLY,
SECRETARY

(SEAL) NASHVILLE TRUST COMPANY, TRUSTEE UNDER THE WILL OF WILLIAM NELSON, DECEASED
BY CHAS. NELSON, PRES.
ED MRZENA
FRANCES MRZENA

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 ED MRZENA AND WIFE, FRANCES MRZENA 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 husband , the said , 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 4TH day of OCTOBER 19 40.

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 OUBLIC 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 UNDER THE WILL OF WILLIAM NELSON, DECEASED, 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 7TH DAY OF OCTOBER 1940.
USRSTL

(SEAL) RUTH F. WILLIAMS, NOTARY PUBLIC

MY COM. EXPIRES OCT 23, 1943
REC'D OCT 7, 1940 AT 3:28 P.M. U.S.R.S. $1.10

53931 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1169

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND & NO/100 ($1,000.00) - - - - - DOLLARS of which TWO HUNDRED & NO/100 ($200.00) - - - - - - - - - - - - - DOLLARS has been paid in cash by BURK T. MOORE AND WIFE, FLORENCE HARDY/MOORE , the receipt of which is hereby acknowledged, and for the remainder EIGHT HUNDRED & NO/100 (800.00) - - - - - - - - - - - - - DOLLARS the said BURK T. MOORE AND WIFE, FLORENCE HARDY MOORE HAVE EXECUTED THEIR 67 PROMISSORY NOTES OF EVEN DATE HEREWITH, THE FIRST OF WHICH NOTES IS IN THE SUM OF $12.05 AND IS DUE DECEMBER 1, 1940 AND ONE NOTE IS DUE THE FIRST OF EACH MONTH THEREAFTER UNTIL THE ENTIRE SECIRES IS PAID, EACH NOTE IS 7¢ MORE THAN THE PRECEDING NOTE UNTIL THE 67TH OR LAST NOTE WHICH IS IN THE SUM OF $11.75 ALL OF SAID NOTES ARE PAYABLE TO THE ORDER OF THE CONVEYOR HEREIN, G. W. COMER AND INTEREST TO ITS MATURITY IS ADDED IN THE FACE OF EACH NOTE

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NO. 1333 PAGE NO. 338
R.O.D.C. TENN.

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, G. W. COMER, ATTORNEY IN FACT

have this day bargained and sold, and do hereby transfer and convey, unto the said BURK T. MOORE AND WIFE, FLORENCE HARDY MOORE, THEIR heirs and assigns, certain real estate in Davidson County. Tennessee. as follows:

BEING PARTS OF LOTS 22 QND 23 OF JOHN NELSONS PLAN AND LYING ON THE WEST SIDE OF 2ND AVE. SOUTH AND BEING THE SOUTHERLY ONE HALF OF LOTS CONVEYED BY DEED OF RECORD IN BOOK 81 PAGE 639 R.O.D.C. TENNESSEE.

THE TRACT OF LAND HEREBY CONVEYED BEGINS AT A POINT ON THE WEST SIDE OF 2ND AVENUE SOUTH 232 FEET BY ACTUAL SURVEY MADE BY W. H. LYLE SOUTH OF CHESTNUT STREET, FORMER DEED HAVING RECITED ABOUT 195 FEET SOUTH OF CHESTNUT STREET AND WHICH POINT IS 40 FEET SOUTH OF THE SOUTH EAST CORNER OF A LOT FORMERLY OWNED BY THOS. B. MATHEWS AND EXTENDS THENCE SOUTHWARDLY WITH THE WESTERLY MARGIN OF 2ND AVENUE SOUTH 40 FEET TO A POINT; THENCE AT RIGHT ANGLES WESTERLY 130 FEET MORE OR LESS TO AN ALLEY; THENCE NORTHERLY WITH THE WESTERLY MARGIN OF SAID ALLEY 40 FEET TO THE SOUTH WEST CORNER OF THE NORTHERN ONE HALF OF THE LOT CONVEYED BY DEED OF RECORD IN BOOK 81, PAGE 369 R.O.D.C. TENNESSEE; THENCE EASTERLY WITH THE SOUTHERLY LINE OF THE NORTHERN ONE HALF OF SAID LOT SO CONVEYED BY SAID DEED TO THE BEGINNING AND BEING THE SAME PROPERTY CONVEYED TO THE SAID M. W. ANDERSON AND WIFE, MATTIE J. ANDERSON BY DEED DATED 19TH DAY OF NOV 1920 AND REGISTERED BOOK 555, PAGE [illegible] R.O.D.C. TENNESSEE.

State of Tennessee that I am the true and lawful holder of 42 notes described by the instrument hereto attached, and acknowledge the receipt of $ [illegible] in full satisfaction and discharge of the lien thereon. This the [illegible] day of [illegible] 1941.
Witness: M. C. Hatley DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said BURK T. MOORE AND WIFE, FLORENCE HARDY MOORE, 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.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said BURK T. MOORE AND WIFE, FLORENCE HARDY MOORE, THEIR heirs and assigns, against the lawful claims of all persons. INSOFAR AS I COULD AND SHOULD DO AS SUCH ATTORNEY IN FACT

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 BURK T. MOORE AND WIFE, FLORENCE HARDY MOORE do hereby transfer and convey unto GEO H. CATE , 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.