-- , the said -- , 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.

-- 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 herein, the same to bear interest from the date of such payment.

Now, if WE , the said BURNETT W.WRIGHT AND WIFE, ESTHER WALTON WRIGHT, , 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 BURNETT W.WRIGHT AND WIFE, ESTHER WALTON WRIGHT, THEIR 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 J.O.PASS 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 addition to his expenses.~~

In Witness Whereof, We, the said CAROLYN JONES BOYD AND HUSBAND, HENRY W.BOYD,JR.,

and BURNETT W.WRIGHT AND WIFE, ESTHER WALTON WRIGHT, at NASHVILLE, , Tennessee, this the 18TH day of DECEMEER, , 19 40 , hereunto set our hands

CAROLYN JONES BOYD
HENRY W.BOYD,JR.
ESTHER WALTON WRIGHT
BURNETT W.WRIGHT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARGARET MILLS, , a Notary Public in and for said County and State, the within named CAROLYN JONES BOYD AND HUSBAND, HENRY W.BOYD,JR.,

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

having appeared before me privately and apart from husband , the said , 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 18TH day of DECEMBER, 19 40 .

My commission expires JULY 9, 1941.

(Seal) MARGARET MILLS, Notary Public.

STATE OF TENNESSEE, ~~DAVIDSON~~ COUNTY OF DAVIDSON.

Personally appeared before me, JNO.F.CALDWELL, , a Notary Public in and for said County and State, the within named BURNETT W.WRIGHT AND WIFE, ESTHER WALTON WRIGHT,

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

having appeared before me privately and apart from husband , the said , 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 18TH day of DECEMBER, 19 40.

My commission expires 7/21/42.

(Seal) JNO.F.CALDWELL, Notary Public.

U.S.R.S. $9.90

RECD DEC. 19, 1940 AT 12:25 P M
MM

NUMBER 51613 RECORDED DEC. 27, 1940. JOHN B. ROBINSON, ET UX TO CHARLIE Z. MORGAN, ET UX.

53945 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1172

FOR AND IN CONSIDERATION of the sum of EIGHT HUNDRED AND SEVENTY FIVE ($875.00) DOLLARS

of which ELEVEN ($11.00) DOLLARS has been paid in cash by CHARLIE Z. MORGAN AND WIFE, RACHEL MORGAN , the receipt of which is hereby acknowledged, and for the remainder OF EIGHT HUNDRED AND SIXTY-FOUR ($864.00) DOLLARS the said CHARLIE Z. MORGAN AND WIFE, RACHEL MORGAN

HAVE EXECUTED THEIR SEVENTY TWO (72) JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO JOHN B. ROBINSON, AND MATURING MONTHLY BEGINNING OCTOBER IST, 1939, THE IST NOTE MATURING ON THAT DATE AND ONE NOTE MATURING ON THE IST DAY OF EACH - THEREAFTER UNTIL ALL HAVE MATURED; ALL OF SAID 72 NOTES BEING FOR THE PRINCIPAL SUM OF $12.00 EACH, WITH 6% INTEREST FROM DATE, BUT THE INTEREST HAS BEEN EQUALIZED BY COMPUTING THE INTEREST ON THE ENTIRE SERIES OF NOTES TO DATE OF MATURITY AND THEN DIVIDING THIS SUM BY 72 TO GET THE AVERAGE INTEREST OF $2.22 WHICH AMOUNT HAS BEEN ADDED INTO THE FACE OF EACH NOTE, MAKING THE TOTAL SUM OF EACH NOTE $14.22 (PRINCIPAL AND AVERAGE INTEREST),

MATURITY (INTEREST TO MATURITY BEING ADDED INTO NOTES)

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, JOHN B. ROBINSON AND WIFE, KATHERINE J. ROBINSON,

have this day bargained and sold, and do hereby transfer and convey, unto the said CHARLIE Z. MORGAN AND WIFE, RACHEL MORGAN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE WESTERLY 309 FEET OF LOT NO. 4 ON THE MAP OF THE DIVISION OF THE GEE LANDS, IN THE 11TH CIVIL DISTRICT OF SAID COUNTY, A PLAN OF WHICH DIVISION IS OF RECORD IN BOOK 332, PAGE 74, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID WESTERLY 309 FEET OF SAID LOT NO. 4 IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT, BEING THE SOUTH-WESTERLY CORNER OF SAID LOT NO. 4; THENCE WITH THE WESTERLY MARGIN OF SAID LOT NO. 4 NORTH 2½ DEGREES EAST 705 FEET TO A POINT IN THE EASTERLY MARGIN OF A LANE, BEING THE NORTH-WESTERLY CORNER OF SAID LOT NO. 4; THENCE WITH THE NORTHERLY MARGIN OF LOT NO. 4 SOUTH 87½ DEGREES EAST 309 FEET TO A POINT; THENCE SOUTHWARDLY AND PARALLEL WITH THE WESTERLY MARGIN OF SAID LOT NO. 4 SOUTH 2½ DEGREES WEST 705 FEET TO A POINT IN THE SOUTHERLY MARGIN OF SAID LOT 4; THENCE WITH THE SOUTHERLY MARGIN OF SAID LOT 4 NORTH 87½ DEGREES WEST 309 FEET TO THE POINT OF BEGINNING, CONTAINING FIVE ACRES, MORE OR LESS AND BEING PART OF THE LAND CONVEYED TO JOHN B. ROBINSON AND WIFE, KATHERINE J. ROBINSON, BY DEED OF JAMES E. MOORE AND WIFE, OF RECORD IN BOOK 1005, PAGE 455, SAID REGISTER'S OFFICE.

THE LAND HEREIN CONVEYED IS SOLD AND SUBJECT TO PROVISIONS FOR WIDENING WILLIAMS AVENUE AS SET OUT IN INSTRUMENT OF RECORD IN BOOK 801, PAGE 142, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CHARLIE Z. MORGAN AND WIFE, RACHEL MORGAN, 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said CHARLIE Z. MORGAN AND WIFE, RACHEL MORGAN, 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 CHARLIE Z. MORGAN AND WIFE, RACHEL MORGAN,

do hereby transfer and convey unto J. P. ELLIS , 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.