WE , the said CLIFFORD W. GREGORY & WIFE, MYRTLE GREGORY , 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 $ [illegible].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 herein, the same to bear interest from the date of such payment.

Now, if WE , the said CLIFFORD W. GREGORY & WIFE, MYRTLE GREGORY , 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.

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 [illegible], -- 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 [illegible] 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 [illegible], hereunto set our hands and seals at [illegible], Tennessee, this the [illegible] day of [illegible], 19[illegible].

[illegible]

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named [illegible], the bargainor , 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 [illegible] day of [illegible], 19[illegible].

My commission expires [illegible], 19[illegible].

(Seal)..... Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, GEO. T. SAIN, a Notary Public in and for said County and State, the within named [illegible], the bargainor , 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 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 3RD day of SEPT. 19 41.

My commission expires JULY 11TH, 1943.

(Seal) GEO. T. SAIN, Notary Public.

U.S.R.S. 82.75

RECEIVED SEPT. 5, 1941, AT 8:35 A.M.



53245 MARSHALL & BRUCE CO. NASHVILLE

V. J.A.E.

# INSTALLMENT DEED

Book No. 1172

FOR AND IN CONSIDERATION of the sum of ($2,500.00) TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS

of which TWO HUNDRED FIFTY AND NO/100 DOLLARS has been paid in cash by ERNEST CUNDALL AND WIFE, ESTHER CUNDALL , the receipt of which is hereby acknowledged, and for the ~~remainder~~ ~~DOLLARS~~

~~the said~~ PART OF THE REMAINDER THE SAID GRATEES HAVE ASSUMED AND AGREE TO PAY A FIRST MORTGAGE DEBT ON THE PROPERTY HEREINAFTER DESCRIBED, IN THE PRINCIPAL SUM OF SEVEN HUNDRED AND NO/100 DOLLARS ($700.00),(SAID LOAN BEING ORIGINALLY EIGHT HUNDRED FIFTY AND NO/100 DOLLARS ($850.00), AND REFERENCE IS HERE MADE TO A DEED OF TRUST SECURING SAID DEBT, OF RECORD IN BOOK 1123 PAGE 182, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE; AND FOR THE REMAINDER OF SAID CONSIDERATION, AMOUNTING TO ONE THOUSAND FIVE HUNDRED FIFTY AND NO/100 DOLLARS ($1,550.00), THE SAID ERNEST CUNDALL AND WIFE, ESTHER CUNDALL, HAVE EXECUTED ONE PRINCIPAL INSTALMENT NOTE FOR SAID SUM ,OF EVEN DATE HEREWITH, SAID NOTE BEING PAYABLE ON THE PRINCIPAL TWENTY FIVE AND NO/100 ($25.00) EACH MONTH, BEGINNING SEPTEMBER 20,1941, AND A SIMILAR PAYMENT ON THE TWENTIETH DAY OF EACH MONTH THEREAFTER UNTIL ALL HAVE MATURED.THIS NOTE BEARS INTEREST FROM DATE OF 6%.

THE ABOVE DESCRIBED NOTE IS PAYABLE TO THE ORDER OF OURSELVES AND ENDORSED BY THE SAID ERNEST CUNDALL AND WIFE, ESTHER CUNDALL,FOR THE PURPOSE OF NEGOTIATION.

~~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, BESSIE BROOKS AND HUSBAND E.L. BROOKS

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

BEING LOTS NOS.1,2, AND THE EASTERLY 25 FEET OF LOT NO.3 ON THE PLAN OF THE SUBDIVISION OF THE MOORE TRACT, AS OF RECORD IN BOOK 137, PAGE 91, OF THE REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOTS NOS.1,2, AND THE EASTERLY PART OF 3 FRONT TOGETHER 225 FEET ON THE NORTHERLY SIDE OF MOORE AVENUE AND RUN BACK BETWEEN PARALLEL LINES WITH THE WESTERLY MARGIN OF RAINES AVENUE,148½ FEET TO A DEAD LINE.

BEING THE SAME PROPERTY CONVEYED TO BESSIE BROOKS BY DEED FROM OLA POOLE, UNMARRIED, OF RECORD IN BOOK 1142, PAGE 26, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ERNEST CUNDALL AND WIFE, ESTHER CUNDALL,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 ERNEST CUNDALL AND 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 ERNEST CUNDALL AND WIFE, ESTHER CUNDALL do hereby transfer and convey unto MARVIN K.BARRY , 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.