WE, , the said W.W. STOUTTE, AND MARGARET E. STOUTT, , 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 $ 1500.00 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 W.W. STOUTT AND WIFE MARGARET E. STOUTT, , 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 W.W. STOUTT AND WIFE MARGARET E. STOUTT, 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 A. M. HAGAN, 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 C.J. MOORE AND WIFE WEALTHY MOORE

and W.W. STOUTT AND WIFE MARGARET E. STOUTT, , hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of NOVEMBER , 19 41

C.J. MOORE,

WEALTHY MOORE,

W.W. STOUTT,

MARGARET E. STOUTT,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named C.J. MOORE AND WIFE WEALTHY MOORE, 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 12 day of NOVEMBER 19 41.

My commission expires APRIL 7, 1945. (Seal) SARAH P. HORTON

Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, C.B. TUCKER, a Notary Public in and for said County and State, the within named W.W. STOUTT, AND WIFE MARGARET E. STOUTT, 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 15 day of NOVEMBER 19 41

My commission expires OCT. 3, 1943. (Seal) C.B. TUCKER,

Notary Public.

RECEIVED NOVEMBER 17TH, 1941 AT 9:55 A.M. U.S.R.S $1.10



33845 MARSHALL & BRUCE CO. NASHVILLE

# INSTALLMENT DEED

Book No. 1172

FOR AND IN CONSIDERATION of the sum of SIX THOUSAND AND NO/100 ($6,000.00) - - - - - DOLLARS

of which TWO THOUSAND ($2,000.00) - - - - - - - - - - - - - - - - - DOLLARS has been paid in cash by J. W. PARKER AND WIFE MARGARET BAKER PARKER, the receipt of which is hereby acknowledged, and for the remainder FOUR THOUSAND AND NO/100 ($4,000.00) - - - - - - - - - - - - - DOLLARS the said J. W. PARKER AND WIFE MARGARET BAKER PARKER HAVE EXECUTED TO THE ORDER OF MARY G. GRAVES, FOSTER, H. HAMILTON, AND ERLINE CRITTENDEN SMITH THREE (3) NOTES FOR THE SUM OF $1333.33 1/3 EACH, THE SAID NOTES TO FALL DUE ON OR BEFOREM ONE, TWO AND THREE YEARS, RESPECTIVELY, FROM THIS DATE, AND ALSO THE PRIVILEGE IS HEREBY GIVEN THE GRANTESS, J. W. PARKER AND WIFE MARGARET BAKER PARKER, THEIR HEIRS OR ASSIGNS, TO PAY THE SUM OF TWO HUNDRED AND FIFTY ($250.00) DOLLARS OR MULTIPLE, ON ANY OF SAID NOTES AT ANY INTEREST PAYING DATE, ALL OF SAID NOTES BEARING FIVE (5%) PER CENT INTEREST FROM DATE, AND PAYABLE SEMI-ANNUALLY AND PROVIDING FOR PAYMENT OF ATTORNEY'S FEES AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST, AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED, WE, MARY G. GRAVES (A WIDOW) FOSTER H. HAMILTON AND WIFE MARGARET GUNTER HAMILTON ERLINE CRITTENDEN SMITH AND HUSBAND J. Q. SMITH HAVE THIS DAY BARGAINED AND SOLD, AND DOES HEREBY TRANSFER AND CONVEY UNTO THE SAID J. W. PARKER AND WIFE MARGARET BAKER PARKER, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING LOT NO. 102 AND THE EASTERLY ONE HALF OF LOT NO. 104 ON THE PLAN OF MCNAIRY'S WEST NASHVILLE LOTS AS OF RECORD IN BOOK 9, PAGES 322 AND 323 OF THE REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO. 102 AND PART OF LOT NO. 104 ADJOIN AND FRONT TOGETHER 75 FEET ON THE NORTHERLY SIDE OF MCGAVOCK STREET AND RUN BACK BETWEEN PARALLEL LINES 160 FEET, ALONG THE WESTERLY MARGIN OF 12TH, AVENUE SOUTH, TO AN ALLEY IN THE REAR, AND BEING THE SAME PROPERTY CONVEYED TO MRS. LOUISA R. GOODRICH BY DEED OF RECORD IN OOK NO. 146, PAGE 312 IN THE REGISTER'S OFFICE FOR SAID DAVIDSON COUNTY, TENNESSEE. THE SAID MRS. LOUISA R. GOODRICH DIED, INTESTATE IN DECEMBER 1902, LEAVING AS HER SOLE HEIRS THE FOLLOWING NAMED CHILDREN; MRS. SALLIE J. CRITTENDEN, MRS. MARY G. GRAVES, MISS EMILY G. GOODRICH AND J. CARTER GOODRICH, THE SAID MRS. SALLIE CRITTEN DEN HAS SINCE DIED, INTESTATE BEING SURVIVED BY THREE CHILDREN, INEZ CRITTENDEDN STARKS, LULA HAMILTON AND ERLINE CRITTENDED SMITH (MRS. J. Q. SMITH) MRS. LULA HAMILTON HAS SINCE DIED, LEAVING AS HER SOLE HEIR, ONE SON, THE WITHIN NAMED GRANTOR, FOSTER H. HAMILTON, J. CARTER GOODRICH CONVEYED HIS ONE FOURTH UNDIVIDED INTEREST IN THE SAID PROPERTY HEREIN CONVEYED TO MARY G. GRAVES AND EMILY G. GOODRICH BY DEED OF RECORD IN BOOK 334, PAGE 493, R.O.D.C.

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

have this day bargained and sold, and do hereby transfer and convey, unto the said heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

INEZ CRITTENDEN STARKS CONVEYED HER ONE TWELFTH UNDIVIDED INTEREST IN THE SAID PROPERTY HEREIN CONVEYED TO MRS. MARY G. GRAVES AND MISS EMILY G. GOODRICH BY DEED OF RECORD IN BOOK 1199, PAGE 409 R.O.D.C. MISS EMILY G. GOODRICH DIED ABOUT THE YEAR 1930, AND BY WILL OF RECORD IN WILL BOOK 46, PAGE 331 COUNTY COURT CLERK'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE DEVISED HER INTEREST IN SAID PROPERTY TO MRS. MARY G. GRAVES AND J. CARTER GOODRICH. J. CARTER GOODRICH DIED ABOUT THE YEAR 1937, AND BY WILL OF RECORD IN WILL BOOK 54, PAGE 147 COUNTY COIRT CLERK'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, DEVISED HIS INTEREST IN SAID PROPERTY TO MRS. MARY GOODRICH GRAVES.

STATE OF ALABAMA - JEFFERSON COUNTY
PERSONALLY APPEARED BEFORE ME P..O. WILSON, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE THE WITHIN NAMED FOSTER H. HAMILTON, MARGARET GUNTER HAMILTON, ERLINE CRITTENDEN SMITH AND J. Q. SMITH THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT BIRMINGHAM, ALABAMA, THIS 14TH DAY OF NOVEMBER 1941.

(SEAL) P. O. WILSON, NOTARY PUBLIC

NOTARY PUBLIC, JEFFERSON COUNTY, ALA.
MY COM. EXPIRES DEC 13, 1943

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J. W. PARKER AND WIFE MARGARET BAKER PARKER, 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 J. W. PARKER AND WIFE MARGARET BAKER PARKER, 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 J. W. PARKER AND WIFE MARGARET BAKER PARKER do hereby transfer and convey unto A. M. HAGAN, JR, 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.