WE , the said SAM SPICER AND WIFE, MARY SPICER , 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 $ 500.00 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 SAM SPICER AND WIFE, MARY SPICER , 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 SAM SPICER AND WIFE, MARY SPICER, 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 CLARENCE SEIBERT 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 ED MRZENA AND WIFE, FRANCES A. MRZENA MRS. CARRIE SEIBERT and SAM SPICER AND WIFE, MARY SPICER , hereunto set our hands at NASHVILLE , Tennessee, this the 17TH day of SEPTEMBER , 19 40.

EDMRZENA
MRS. CARRIE SEIBERT
FRANCES A. MRZENA
SAM SPICER
MARY SPICER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, F. E. BOWERS , a Notary Public in and for said County and State, the within named ED MRZENA AND WIFE, FRANCES A. MRZENA AND MRS. CARRIE SEIBERT, SAM SPICER AND WIFE, MARY SPICER 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 X , 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 17TH day of SEPTEMBER 19 40.

My commission expires JANUARY 17, 1944

(Seal) F. E. BOWERS
Notary Public.

U.S.R.S. $1.65
REC'D APR 21, 1941 AT 9;15 A.M.

NUMBER 58004, RECORDED APRIL 21ST, 1941 ROBERT A. PERRYMAN ET UX TO ANDREW D. ETHRIDGE ET UX.

INSTALLMENT DEED

Book No. 1179

FOR AND IN CONSIDERATION of the sum of SIXTEEN HUNDRED ONE & NO/100 DOLLARS, ($1601.00) DOLLARS of which ONE & NO/100 DOLLARS ($1.00) DOLLARS has been paid in cash by ANDREW D. ETHRIDGE AND WIFE ILA A. ETHRIDGE, the receipt of which is hereby acknowledged, and for the remainder SIXTEEN HUNDRED & NO/100 DOLLARS ($1600.00) DOLLARS the said ANDREW D. ETHRIDGE AND WIFE ILA A. ETHRIDGE, HAVE EXECUTED THEIR 107 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH TO THE ORDER OF ROBERT A. PERRYMAN 106 OF SAID NOTES BEING IN THE SUM OF $15.00 EACH PLUS INTEREST AT 6% PER ANNUM AND THE LAST OR 107TH NOTE BEING IN THE SUM OF $10.00 PLUS INTEREST AT 6% PER ANNUM PAYABLE MONTHLY BEGINNING ON THE FIRST DAY OF MAY 1941. AND ON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE FULLY PAID. THE FIRST NOTE WITH INTEREST IS IN THE SUM OF $15.08 AND EACH SUBSEQUENT NOTE IN CREASES AT THE RATE OF SEVEN CENTS AND EIGHT CENTS PER MONTH , RESPECTIVELY

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, ROBERT A PERRYMAN AND WIFE HAZEL PERRYMAN have this day bargained and sold, and do hereby transfer and convey, unto the said ANDREW D. ETHRIDGE AND WIFE ILA A. ETHRIDGE THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee. as follows: LAND IN DAVIDSON COUNTY, TENNESSEE BEING LOTS NOS. 718, AND 720 OF BLOCK NO. PLAN NO. 1 WEST NASHVILLE AS OF RECORD IN BOOK 57, PAGES 74 AND 75 REGISTER'S OFFICE FOR SAID COUNTY. SAID LOTS NOS. 718, AND 720, FRONT 25 FEET EACH ON THE SOUTHERLY SIDE OF KENTUCKY AVENUE, AND RUN BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY. BEING THE SAME PROPERTY CONVEYED TO ROBERT A. PERRYMAN AND WIFE HAZEL PERRYMAN BY DEED FROM THIRD NATIONAL BANK IN NASHVILLE, AS TEMPORARY TRUSTEE AND/ OR ADMINISTRATOR WITH THE WILL ANNEXED OF THE ESTATE OF ELIZABETH AKIN MCCLURE OF RECORD IN BOOK 1108, PAGE 595, SAID REGISTER'S OFFICE

I declare that I am the true and lawful holder of the claim recited by the instrument within written, and hereby authorize the satisfaction thereof to be entered of record. Witness my hand in Nashville, this ... day of ... 1941

Witness

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ANDREW D. ETHRIDGE AND WIFE ILA A. ETHRIDGE, 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. EXCEPT BY 1941 TAXES WHICH ARE ASSUMED BY THE GRANTEES HEREIN WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ANDREW D. ETHRIDGE AND WIFE ILA A. ETHRIDGE, 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 ANDREW D. ETHRIDGE AND WIFE ILA A. ETHRIDGE, do hereby transfer and convey unto EUGENE RUSSELL, , 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.