WE , the said OZZIE G. SMITH AND WIFE , 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 OZZIE G. SMITH AND WIFE , 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 OZZIE G. SMITH AND WIFE 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 D.E.JACKSON 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 THOMAS M. JACOBS AND WIFE CHRISTINE WRIGHT JACOBS and OZZIE G. SMITH AND WIFE , hereunto set our hands at NASHVILLE , Tennessee, this the 1ST day of JULY , 1941 .

THOMAS M. JACOBS
CHRISTINE WRIGHT JACOBS
OZZIE G. SMITH
BESSIE SMITH

E OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, T.H. PATTON , a Notary Public in and for said County and the within named THOMAS M. JACOBS AND WIFE CHRISTINE WRIGHT JACOBS AND OZZIE G. SMITH AND WIFE BESSIE SMITH 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 17 day of JULY 1941 .

My commission expires JULY 21/41

(Seal) T.H.PATTON
Notary Public.

U.S.R.S $1.10

RECEIVED JULY 30TH, 1941 AT 10;07 A.M.



# INSTALLMENT DEED

Book No. 1191

FOR AND IN CONSIDERATION of the sum of ----------DOLLARS of which DOLLARS has been paid in cash by the said , the receipt of which is hereby acknowledged, and for the remainder DOLLARS

WHEREAS T. J. MCMORROUGH OF NASHVILLE, TENNESSEE AND W. D. HARDEMAN, ALSO OF NASHVILLE WHO DIED APRIL 7, 1941, WERE ENGAGED FOR A NUMBER OF YEARS PRIOR TO THE DEATH OF THE LATTER IN BUYING AND SELLING REAL ESTATE AND LENDING MONEY ON MORTGAGE NOTES AS EQUAL PARTNERS, AND,

WHEREAS MOST OF THE PROPERTY THEY JOINTLY ACQUIRED WAS CONVEYED TO W.D. HARDEMAN AS TRUSTEE, AND A LESSOR PART OF THE SAME WAS CONVEYED TO T.J. MCMORROUGH THE EQUITABLE OWNERSHIP THEREIN BEING NONE THE LESS JOINT AND EQUAL BETWEEN THEM, AND,

WHEREAS, THE PROPERTY HEREINAFTER DESCRIBED AND CONVEYED IS IN FACT THE JOINT AND EQUALLY OWNED PROPERTY OF BOTH AS SET OUT IN AN UNRECORDED CONTRACT BETWEEN THEM, WHICH IS DATED MARCH 21, 1932, AND,

WHEREAS, PRIOR TO THE DEATH OF SAID W.D. HARDEMAN NEGOTIATIONS HAD BEEN COMPLETED FOR THE SALE BY HIM AND SAID T. J.MCMORROUGH OF THE PROPERTY HEREINAFTER DESCRIBED, TO G.C. WILLIAMS AND WIFE MAE WILLIAMS,

NOW THEREFORE FOR AND IN CONSIDERATION OF THE SUM OF ONE THOUSAND FOUR HUNDRED ($1,400.00) DOLLARS OF WHICH ONE HUNDRED FORTY ($140.00) DOLLARS HAS BEEN PAID IN CASH BY G.C. WILLIAMS AND WIFE MAE WILLIAMS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER SAID G.C. WILLIAMS AND WIFE MAE WILLIAMS HAVE EXECUTED THEIR TWO PROMISSORY NOTES OF EVEN DATE HEREWIT FOR SIX HUNDRED THIRTY ($630.00) DOLLARS, EACH, ONE PAYABLE TO THE ORDER OF T. J.MCMORROUGH AND THE OTHER PAYABLE TO THE ORDER OF NASHVILLE TRUST COMPANY, EXECUTOR OF W.D. HARDEMAN, BOTH NOTES BEING PAYABLE $10.00 ON THE FIRST OF EACH CONSECUTIVE MONTH BEGINNING JULY 1, 1941, AND BEARING INTEREST AT 6% ON EACH INSTALLMENT FROM THE DATE ON WHICH SAID INSTALLMENT IS DUE FOR PAYMENT UNTIL PAID. INTEREST TO MATURITY BEING INCLUDED IN THE FACE OF THE NOTES ; SAID NOTES PROVIDE FOR THE PAYMENT OF ATTORNEYS' FEES AND TO SECURE THE PAYMENT OF SAID NOTES , PRINCIPAL AND INTEREST AND ATTORNEYS' FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED.

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: -

WE, NASHVILLE TRUST COMPANY, EXECUTOR OF W.D.HARDEMAN AND T. J.MCMORROUGH, HAVE THIS DAY BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID G.C.WILLIAMS AND WIFE MAE WILLIAMS THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS;

LOTS 157, 159 AND 161 ON THE MAP OF SUNRISE HEIGHTS SECOND PLAN AS OF RECORD IN BOOK 421, PAGE 46, R.O.D.C. TENNESSEE.

SAID LOT NO.159 FRONTS 50 FEET ON THE NORTHERLY SIDE OF HIGH STREET, AND RUNS BACK BETWEEN PARALLEL LINES, 166.7 FEET ON THE EASTERLY LINE AND 165.2 ON THE WESTERLY LINE TO AN ALLEY AND SHOWS 50 FEET ON SAID ALLEY. AND LOT 157 FRONTS 50 FEET ON THE NORTHERLY SIDE OF HIGH ST., AND RUNS BACK NORTHWARDLY BETWEEN PARALLEL LINES 163.7 FEET MORE OR LESS, TO AN ALLEY BEING THE SAME LAND CONVEYED TO A.P.MAYS, BY MARY B. CALHOUN BY DEED RECORDED IN BOOK 702, PAGE 26, AND TO W. D. HARDEMAN, TRUSTEE, BY DEED IN BOOK 982 PAGE 121.

SAID LOT 161 FRONTS 50 FEET ON THE NORTHERLY SIDE OF HIGH STREET, AND RUNS BACK ON ITS EASTERLY LINE 165.2 FT AND ON ITS WESTERLY LINE 163.7 FEET TO AN ALLEY AND SHOWS 50 FEET ON SAID ALLEY.

SAID LOTS 159 AND 161 IS THE SAME PROPERTY CONVEYED TO J.J. MCMORROUGH BY JOHN U. TODD BY DEED RECORDED IN BOOK 854, PAGE 57, OF SAID REGISTER'S OFFICE

I declare that I am the true and lawful holder of the indebtedness secured by the instrument within mentioned, and hereby acknowledge the satisfaction of the lien to the same.

Attest: NASHVILLE TRUST CO.
BY
ASST. SECY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said G.C. WILLIAMS AND WIFE MAE WILLIAMS, 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 G.C. WILLIAMS AND WIFE MAE WILLIAMS THEIR heirs and assigns, against the lawful claims of all persons. BUT SAID NASHVILLE TRUST CO. COVENANTS AND WARRANTS AS EXECUTOR OF W.D. HARDEMAN AND NOT FURTHER OR OTHER WISE.

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 G.C.WILLIAMS AND WIFE MAE WILLIAMS do hereby transfer and convey unto ALBERT H.THOMAS , 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.