WE, , the said JAMES E. SMITH AND WIFE ADDIE SMITH , 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 $ 2,000.00 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 JAMES E.SMITH AND WIFE ADDIE SMITH , 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, IF 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 US OUR 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 W.CURMONCRIEF, 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 W.C.MONCRIEF & COMPANY INC,

and JAMES E. SMITH AND WIFE ADDIE SMITH , hereunto set our hands

at GOODLETTSVILLE , Tennessee, this the 3RD day of MARCH , 19 39.

(SEAL) W.C.MONCRIEF & CO. INC.,
W.C. MONCRIEF PRES.
JAMES E. SMITH
ADDIE SMITH

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 JAMES E. SMITH AND WIFE ADDIE SMITH,

the bargainors , 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 18 day of MARCH 19 39 .

My commission expires 7/2/1939

(Seal) GEO T. SAIN
Notary Public.

STATE OF TENNESSEE.
COUNTY OF DAVIDSON,

BEFORE ME GEO T. SAIN , A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED W.C. MONCRIEF WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH, ACKNOWLEDGED HIMSELF TO BE PRESIDENT OF W.C. MONCRIEF & COMPANY INC. THE WITHIN NAMED BARGAINOR A CORPORATION AND THAT HE AS SUCH PRESIDENT BEING AUTHORIZED SO TO DO, EXECUTED THE NAME OF THE CORPORATION BY HIMSELF AS PRESIDENT.
WITNESS MY HAND AND SEAL AT GOODLETTSVILLE, TENNESSEE THIS 18 DAY OF MARCH 1939.
(SEAL)
GEO T.SAIN,
NOTARY PUBLIC U.S.R.S. F. C.

U.S.R.S $ 2.20
MY COMMISSION EXPIRES 7/2/1939
RECEIVED JANUARY 17TH 1942. AT 8;24 A.M.

NUMBER 73799 RECORDED JANUARY 20TH 1942.

INSTALLMENT DEED

Book No. 1227

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED FIFTY ($150.00) NO/100 DOLLARS

of which FIVE ($5.00) DOLLARS, DOLLARS has been paid in cash by

ROOSEVELT ROSS, , the receipt of which is hereby acknowledged, and for the remainder

ONE HUNDRED FORTY FIVE ($145.00) NO/100 DOLLARS

the said ROOSEVELT ROSS, HAS EXECUTED HIS JOINT NOTE IN THE PRINCIPAL SUM OF ONE HUNDRED FORTY FIVE ($145.00) DOLLARS, PAYABLE AT THE RATE OF FIVE ($5.00) DOLLARS PER MONTH THE FIRST PAYMENT BEING DUE AND PAYABLE FEBRUARY 1, 1942, AND THE BALANCE DUE IN EQUAL PAYMENTS OF $5.00 FIVE DOLLARS, EACH ON THE FIRST DAY OF EACH MONTH.

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 I,MRS. SUSIE BRANNON

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

I declare that I am the true and lawful holder of the claim secured by the within instrument and hereby acknowledge the same satisfied. This 13th day of March 1939. Attest: W.C. MONCRIEF REGISTER

LAND IN DAVIDSON COUNTY,TENNESSEE, BEING THE WESTERLY 64 FEET OF LOT NO.1 AND THE WESTERLY 64 FEET OF THE NORTHERLY 6 FEET OF LOT NO.2, ON THE PLAN OF C.M.HOLT'S ADDITION TO NASHVILLE, AS OF RECORD IN BOOK 21, PAGE 33, REGISTER'S OFFICE FOR SAID COUNTY,DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF JACKSON STREET AND THE FIRST ALLEY WEST OF 10TH AVENUE NORTH,BEING THE NORTHWEST CORNER OF SAID LOT NO.1; THENCE WITH THE EASTERLY MARGIN OF SAID ALLEY, SOUTHERLY 52 FEET TO WEBSTER'S NORTHWEST CORNER, THENCE WITH WEBSTER'S NORTH LINE EASTERLY 64 FEET; THENCE NORTHERLY PARALLEL WITH SAID ALLEY 52 FEET TO THE SOUTHERLY MARGIN OF JACKSON STREET, THENCE WITH THE SOUTHERLY MARGIN OF SAID STREET, WESTERLY 64 FEET TO THE BEGINNING.
BEING THE SAME PROPERTY CONVEYED TO MRS. SUSIE JONES BRANNON BY DEED FROM HERMAN W.NONES AND WIFE OF RECORD IN BOOK 772, PAGE 249, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ROOSEVELT ROSS, HIS heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said ROOSEVELT ROSS, HIS 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 ME in hand paid BY , the said ROOSEVELT Ross

do hereby transfer and convey unto LURTON GOODPASTURE, , 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.