WE , the said W. E. STURDIVANT AND WIFE, AMANDA STURDIVANT , 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 $ 1000.00 FIRE AND TORNADO 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 W. E. STURDIVANT AND WIFE, AMANDA STURDIVANT , 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. E. STURDIVANT AND WIFE, AMANDA STURDIVANT, 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 MARVIN K. BARRY, 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. N. BOSTON AND WIFE, ONA BOSTON

and W. E. STURDIVANT AND WIFE, AMANDA STURDIVANT, , hereunto set our hands

at NASHVILLE , Tennessee, this the 26TH day of AUGUST, , 19 42.

C. N. BOSTON

ONA BOSTON

W. E. STURDIVANT

AMANDA STURDIVANT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, GAYNELLE PARSONS , a Notary Public in and for said County and State, the within named C. N. BOSTON AND WIFE, ONA BOSTON AND W. E. STURDIVANT AND WIFE, AMANDA STURDIVANT the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And XX , of the said

having appeared before me privately and apart from X 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 26TH day of SEPTEMBER 19 42.

My commission expires JULY 12, 1945.

(Seal) GAYNELLE PARSONS

Notary Public.

U.S.R.S. $1.65

RECEIVED SEPT. 28, 1942, AT 3:17 P.M.

F. H.



# INSTALLMENT DEED

**Book No. 1257**

FOR AND IN CONSIDERATION of the sum of FORTY FIVE HUNDRED TWO AND 40/100 ($4502.40) DOLLARS of which TWO HUNDRED FIFTY AND NO/100 ($250.00) DOLLARS has been paid in cash by REV.H.E.WADDLE AND WIFE, MYRTLE MILLSAPS WADDLE , the receipt of which is hereby acknowledged, and for the remainder PART OF THIRTY SEVEN HUNDRED THIRTY SIX AND 40/100 -- - - - ($3736.40) DOLLARS the said REV H.E.WADDLE AND WIFE, MYRTLE MILLSAPS WADDLE,

HAVE ASSUMED AND AGREE TO PAY AN INDEBTEDNESS IN SAID SUM OWING TO FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE. SAID INDEBTEDNESS IS SECURED BY AND IS FULLY DESCRIBED IN A DEED OF TRUST EXECUTED BY CHARLES PHILLIPS AND WIFE, TO LOUIS R.LINX, TRUSTEE, OF RECORD IN BOOK 1299, PAGE 347, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE. AND FOR THE REMAINDER BEING $516.00 THE SAID REV. H.E.WADDLE AND WIFE, MYRTLE MILLSAPS WADDLE HAVE EXECUTED AND DELIVERED THEIR JOINT PROMISSORY NOTE OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF CHARLES PHILLIPS IN SAID PRINCIPAL SUM OF $516.00, BEARING INTEREST FROM DATE AT THE RATE OF SIX PER CENTUM PER ANNUM, AND SAID PRINCIPAL AND INTEREST IS PAYABLE IN MONTHLY INSTALLMENTS OF $10.00 EACH, PAYMENTS TO BE APPLIED FIRST TO INTEREST ON THE UNPAID BALANCE AND THE REMAINDER TO PRINCIPAL. THE FIRST INSTALLMENT IS DUE AND PAYABLE NOVEMBER 1ST, 1942 AND ANOTHER INSTALLMENT IS DUE AND PAYABLE ON THE SAME DAY OF EACH MONTH THEREAFTER UNTIL SAID DEBT, PRINCIPAL AND INTEREST IS PAID IN FULL. EXTRA PAYMENTS ON SAID NOTE MAY BE MADE AT ANY TIME AND INTEREST WILL BE CHARGED ONLY ON THE UNPAID BALANCE.

SAID NOTE

~~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, CHAS. PHILLIPS AND WIFE, GLADYS PHILLIPS,

have this day bargained and sold, and do hereby transfer and convey, unto the said REV.H.E. WADDLE AND WIFE, MYRTLE MILLSAPS WADDLE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.71 AND THE SOUTHERLY SIX INCHES FRONT OF LOT NO.72 ON THE MAP OF E.B.CRAIG'S SUBDIVISION OF THE CORWNOVER PROPERTY, AS OF RECORD IN BOOK 894, PAGES 640 AND 641, OF THE REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO.71 AND PART OF LOT NO., 72 FRONT TOGETHER 50 FEET SIX INCHES ON THE SOUTHEASTERLY SIDE OF BURRUS STREET, AND RUNS BACK BETWEEN LINES, 141.6 FEET ON THE SOUTHERLY LINE AND 142.6 FEET ON THE NORTHERLY LINE TO A DEAD LINE AND MEASURES, 50 FEET THEREON.

BEING PART OF THE PROPERTY CONVEYED TO CHAS.PHILLIPS BY DEED FROM MRS. E.B.CRAIG, OF RECORD IN BOOK 1225, PAGE 93, SAID REGISTERS OFFICE. THE SAID CHAS.PHILLIPS AND CHARLES PHILLIPS BEING ONE AND THE SAME PERSON.

THIS CONVEYANCE IS SUBJECT TO ALL RESTRICTIVE COVENANTS AND EASEMENTS AS ARE APPLICABLE TO THE PROPERTY ABOVE DESCRIBED. ALSO SUBJECT TO AN EASEMENT FOR A DRAIN PIPE RUNNING THROUGH A CORNER OF SAID PROPERTY.

I declare that I am the true and lawful holder of the note secured by the instrument within recorded, and hereby acknowledge the same in full. This 17 day of September 1946

Witness: Catherine McBurney

Lee Phillips

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said REV.H.E.WADDLE AND WIFE, MYRTLE MILLSAPS WADDLE, 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 AS ABOVE STATED.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said REV H.E.WADDLE AND WIFE, MYRTLE MILLSAPS WADDLE, 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 REV.H.E. WADDLE AND WIFE, MYRTLE MILLSAPS WADDLE, do hereby transfer and convey unto A.J.LINX, , 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.