, the said ZELMA LEE TERRY , 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~~ XXXXXX INSURABLE VALUE 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 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 , the said ZELMA LEE TERRY , 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, 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, 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.

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. 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 ZELMA LEE TERRY, HER 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 C.H. BRILEY, 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 J.H. ALEXANDER AND WIFE, BULAH A. ALEXANDER and ZELMA LEE TERRY , hereunto set our hands at NASHVILLE , Tennessee, this the 18TH day of JUNE , 19 43.

J.H. ALEXANDER
BEULAH A. ALEXANDER
ZELMA LEE TERRY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, D.R. MYERS , a Notary Public in and for said County and State, the within named J.H. ALEXANDER AND WIFE, BULAH A. ALEXANDER, AND ZELMA LEE TERRY 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 X having appeared before me privately and apart from husband , the said X XX , acknowledged the execution of the said instrument to have been done by X 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 19 day of JUNE 19 43.

My commission expires APRIL 26, 1945

(Seal) D.R. MYERS
Notary Public.

USRS $1.65

REC'D JULY 2, 1943 AT 3:40 P.M.

CM

NUMBER 97801 RECORDED JULY 6, 1943 JOHN R. FARRELL ET UX TO W. OVERTON BURGER ET UX

73447 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1274

FOR AND IN CONSIDERATION of the sum of TWENTY-TWO HUNDRED FIFTY ($2250.00) DOLLARS of which TWO HUNDRED ($200.00) DOLLARS has been paid in cash by LORENE BURGER W. OVERTON BURGER AND WIFE, , the receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND FIFTY ($2050.00) DOLLARS the said W. OVERTON BURGER AND WIFE, LORENE BURGER HAVE (1) ASSUMED AND AGREE TO PAY ONE PRINCIPAL ,PROMISSORY NOTE IN THE AMOUNT OF EIGHT HUNDRED ($800.00)DOLLARS DATED DECEMBER 2, 1937, DUE DECEMBER 2, 1940, SAID NOTE HAVING BEEN EXTENDED TO MATURE DEC.2, 1943. SAID NOTE, AND INTEREST THEREON AT 5½ PER CENT PER ANNUM PAYABLE SEMI-ANNUALLY, IS SECURED BY DEED OF TRUST EXECURED BY W.T. RALSTON AND WIFE, TO MARVIN K.BARRY,TRUSTEE, AND RECORDED IN BOOK 791, PAGE 34, R.O.D.C. TENNESSEE TO WHICH REFERENCE IS HERE MADE; AND

(2) FOR THE BALANCE OF TWELVE HUNDRED FIFTY ($1250.00)DOLLARS, THE SAID W. OVERTON BURGER AND WIFE, LORENE BURGER, HAVE EXECUTED FIFTY (50) VENDOR'S LIEN NOTES, DATED JULY 2, 1943 AND BEING IN THE PRINCIPAL SUM OF TWENTY-FIVE ($25.00)DOLLARS EACH, THE INTEREST HAVING BEEN COMPUTED AT THE RATE OF 6% PER ANNUM AND ADDED IN THE FACE OF EACH NOTE AS IT MATURES, MAKING THE FACE AMOUNT OF THE FIRST NOTE $31.25 AND THE OTHERS EACH DECREASING 12 AND 13 CENTS ALTERNATELY, MAKING THE 2ND NOTE IN THE SUM OF $31.13 AND THE 50TH AND LAST NOTE IN THE SUM OF $25.13. SAID NOTES ARE PAYABLE TO THE ORDER OF JOHN R. FARRELL AND WIFE, MILDRED T. FARRELL AND MATURE MONTHLY COMMENCING AUGUST 2,1943.

MATURITY

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, JOHN R. FARRELL AND WIFE, MILDRED T. FARRELL

have this day bargained and sold, and do hereby transfer and convey, unto the said W. OVERTON BURGER AND WIFE LORENE BURGER,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTHERLY 10 FEET OF LOT NO.41 AND THE SOUTHERLY 40 FEET OF LOT NO.42 ON THE PLAN OF THE BENEDICT LAND COMPANY'S SUBDIVISION OF THE LINDSLEY TRACT, AS OF RECORD IN BOOK 332, PAGE 40, REGISTER'S OFFICE FOR SAID COUNTY.

SAID NORTHERLY PART OF LOT NO.41 AND THE SOUTHERLY PART OF LOT NO.42 FRONT TOGETHER 50 FEET ON THE EASTERLY SIDE OF STOCKELL STREET AND RUN BACK BETWEEN PARALLEL LINES 170 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO JOHN R. FARRELL AND WIFE, MILDRED T. FARRELL, BY DEED FROM W.T. RALSTON AND WIFE, JIMMIE LOU RALSTON, OF RECORD IN BOOK 1092, PAGE 314, SAID REGISTER'S OFFICE.

Entered for taxation March 13 1944
Lowe & Malone
By J. E. Malone
Attest Catherine McCandless

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W, OVERTON BURGER AND WIFE, LORENE BURGER, 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 W.OVERTON BURGER AND WIFE, LORENE BURGER,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 US , the said W. OVERTON BURGER AND WIFE,LORENE BURGER do hereby transfer and convey unto CHAS. F. LOVELL , 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.