WE , the said N.N.ANDERSON AND WIFE, NELLY ANDERSON , 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 $ 2500.00 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 N.N. ANDERSON AND WIFE, NELLY ANDERSON , 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 N.N.ANDERSON AND WIFE, NELLY ANDERSON 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 CHAS. F. LOVELL 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 H.B. HIGHERS AN UNMARRIED MAN

and N.N.ANDERSON AND WIFE, NELLY ANDERSON , hereunto set our hands

at NASHVILLE , Tennessee, this the 9TH day of AUGUST , 19 44.

H.B. HIGHERS
N.N.ANDERSON
MRS. NELLY ANDERSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WILEY C. WILSON , a Notary Public in and for said County and State, the within named H.B. HIGHERS AN UNMARRIED MAN, AND N.N.ANDERSON AND WIFE, NELLY ANDERSON 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 X privately and apart from husband , the said X , 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. X

Witness my hand and official seal at Nashville, Tennessee, this 9 day of AUGUST 19 44..

My commission expires JULY 9, 1946

(Seal) WILEY C. WILSON
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY. X X

Personally appeared before me, X , a Notary Public in and for said County and State, the within named XX

the bargainor , with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained. X

And X , of the said having appeared before me privately and apart X 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 X Tennessee, this day of 19 .

X X

My commission expires

(Seal)
Notary Public.

U.S.R.S.$3.85
REC'D AUG 17, 1944 AT 12:50 P.M.
CM



NUMBER 10596 RECORDED AUG 18, 1944 RICHARD D. NICKS, ET UX TO OSCAR C. KIRK ET UX

BINDT MARSHALL & BRUCE CO. NASHVILLE

# INSTALLMENT DEED

Book No. 1302

FOR AND IN CONSIDERATION of the sum of $5,450.00 FIVE THOUSAND FOUR HUNDRED FIFTY AND / NO/100 DOLLARS

of which $2,000.00 TWO THOUSAND AND NO/100( DOLLARS has been paid in cash by OSCAR C. KIRK AND WIFE, LUCY PITT KIRK , the receipt of which is hereby acknowledged, and for the remainder $3,450.00 THREE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS the said OSCAR C. KIRK AND WIFE, LUCY PITT KIRK HAVE EXECUTED ONE PRINCIPAL NOTE DATED JULY 27, 1944, WHICH NOTE IS INCORPORATED HEREIN BY REFERENCE, BEING IN THE PRINCIPAL SUM OF THREE THOUSAND FOUR HUNDRED FIFTY AND NO/100 ($3,450.00), PAYABLE TO RICHARD D. NICKS AND WIFE, CORA NICKS, AND BEARING INTEREST AT 6% PER ANNUM ON THE UNPAID BALANCE UNTIL SAID PRINCIPAL SUM HAS BEEN FULLY PAID. SAID NOTE IS PAYABLE IN MONTHLY INSTALLMENTS OF FIFTY AND NO/100 DOLLARS, ($50.00) EACH, TO BE APPLIED FIRST TO THE PAYMENT OF INTEREST ON THE ENTIRE UNPAID PRINCIPAL BALANCE, AND SECOND, TO THE PAYMENT OF PRINCIPAL. THE FIRST PAYMENT MATURING AUGUST 27, 1944, AND THE OTHERS, ONE ON THE 27 DAY OF EACH CALENDAR MONTH THEREAFTER UNTIL BOTH PRINCIPAL AND INTEREST ARE PAID IN FULL. PRIVILEGE IS RESERVED BY THE MAKERS TO PAY THIS NOTE IN FULL OR IN AN AMOUNT EQUAL TO THE MONTHLY PAYMENT HEREIN PROVIDED FOR, OR IN MULTIPLES THEREOF, ON THE 27 DAY OF ANY MONTH PRIOR TO MATURITY.

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, RICHARD D. NICKS AND WIFE, CORA NICKS

have this day bargained and sold, and do hereby transfer and convey, unto the said OSCAR C. KIRK AND WIFE, LUCY PITT KIRK, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.16 AND THE EAST 35 FEET OF LOT NO.15 OF BLOCK "B" ON THE MAP OF KENNASTON ESTATES, OF RECORD IN BOOK 843 PAGE 83, REGISTER'S OFFICE FOR SAID COUNTY, SAID LOT AND PART OF SAID LOT ADJOIN AND FRONT TOGETHER 85 FEET ON THE SOUTH SIDE OF ROSEVELT STREET AND RUN BACK BETWEEN PARALLEL LINES 139 FEET TO A [illegible]. BEING THE SAME PROPERTY CONVEYED TO RICHARD D. NICKS AND WIFE, CORA NICKS, BY DEED FROM WILFORD EZELL FRANKLIN AND WIFE, OF RECORD IN BOOK 1199 PAGE 33, [illegible] REGISTER'S OFFICE.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and have received satisfaction thereof and I discharge the lien securing the same in full. This 17 day of Feb 1949
MADISON BANK & TRUST CO.
By: P. McKinley
DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said OSCAR C. KIRK AND WIFE, LUCY PITT KIRK, 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 TAXES FOR 1944, WHICH OSCAR C. KIRK AND WIFE ASSUME. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said OSCAR C. KIRK AND WIFE, LUCY PITT KIRK, 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 - in hand paid WE , the said OSCAR C.KIRK AND WIFE, LUCY PITT KIRK do hereby transfer and convey unto C.E. HARLAN , 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.