WE , the said W.J. MCNULTY AND WIFE, CATHERINE MCNULTY , 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 $ 7500.00 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 W.J. MCNULTY AND WIFE, CATHERINE MCNULTY , 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.J. MCNULTY AND WIFE CATHERINE MCNULTY 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 LURTON GOODPASTURE 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 ANDREW J. MCMACKIN AND WIFE, EVA J. MCMACKIN and W.J. MCNULTY AND WIFE CATHERINE MCNULTY , hereunto set our hands at NASHVILLE , Tennessee, this the 1ST day of OCTOBER , 19 45.

ANDREW J. MCMACKIN
(MRS.)EVA JONES MCMACKIN
W.J. MCNULTY
CATHERINE MCNULTY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ALLENE DOYLE , a Notary Public in and for said County and State, the within named ANDREW J. MCMACKIN AND WIFE, MRS. EVA JONES MCMACKIN 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 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.

Witness my hand and official seal at Nashville, Tennessee, this 1ST day of OCTOBER 19 45.

My commission expires OCT 12 1948

(Seal) ALLENE DOYLE
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ALLENE DOYLE , a Notary Public in and for said County and State, the within named W.J. MCNULTY AND WIFE, CATHERINE MCNULTY 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 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.

Witness my hand and official seal at Nashville, Tennessee, this 10TH day of OCTOBER 19 45.

My commission expires OCT 12 1948

U.S.R.S.$9.90

(Seal) ALLENE DOYLE
Notary Public.

REC'D OCT 10, 1945 AT 9:18 A.M.



# INSTALLMENT DEED

Book No. 1312

FOR AND IN CONSIDERATION of the sum of ($1,250.00) ONE THOUSAND, TWO HUNDRED, FIFTY AND NO/100 DOLLARS of which ONE HUNDRED AND NO/100 ($100.00) DOLLARS has been paid in cash by CHARLES GOODMAN AND WIFE, MARY GOODMAN, , the receipt of which is hereby acknowledged, and for the remainder ($1,150.00) ONE THOUSAND, ONE HUNDRED, FIFTY AND NO/100 DOLLARS the said CHARLES GOODMAN AND WIFE, MARY GOODMAN, HAVE EXECUTED THEIR 36 JOINT PROMISSORY NOTES, DATED JULY 17, 1945, AND PAYABLE MONTHLY TO THE ORDER OF ED MRZENA. TWO OF SAID NOTES ARE FOR THE SUM OF $100.00 EACH, FOUR OF SAID NOTES ARE FOR THE SUM OF $50.00 EACH, AND THIRTY OF SAID NOTES ARE FOR THE SUM OF $25.00 EACH. THE FIRST ONE OF SAID NOTES FALLS DUE ON THE 17TH. DAY OF AUGUST, 1945, AND ONE OF SAID NOTES FALLS DUE ON THE 17TH. DAY OF EACH SUCCEEDING MONTH UNTIL ALL OF SAID NOTES ARE PAID IN FULL.

I certify that I am the Trustee named in the within deed, and hereby acknowledge the satisfaction thereof and surrender of the lien to be released by the same.

This 23 day of Oct. 1945.

Allene McQueary
COUNTY REGISTER

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, ED MRZENA AND WIFE, FRANCES MRZENA have this day bargained and sold, and do hereby transfer and convey, unto the said CHARLES GOODMAN AND WIFE, MARY GOODMAN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF LOT NO. 401 IN MCGAVOCK, WETMORE AND OTHERS SECOND ADDITION TO NASHVILLE, CALLED THE ADDITION TO THE TOWN OF MCGAVOCK, A PLAN OF WHICH IS OF RECORD IN BOOK NO. 2, PAGE 41, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 401 ON THE SOUTHERLY MARGIN OF WHELESS STREET AND THE WESTERLY MARGIN OF AN ALLEY; THENCE WESTERLY WITH THE SOUTHERLY MARGIN OF WHELESS STREET 60.5 FEET, MORE OR LESS, TO A POINT IN SAID MARGIN OF SAID WHELESS STREET; THENCE SOUTHERLY 59.4 FEET, MORE OR LESS, THENCE EASTERLY 59.4 FEET, MORE OR LESS, TO THE WESTERLY MARGIN OF SAID ALLEY; THENCE NORTHERLY WITH THE WESTERLY MARGIN OF SAID ALLEY, 59.4 FEET, MORE OR LESS, TO THE BEGINNING.

AND BEING A PART OF THE SAME PROPERTY CONVEYED TO ED MRZENA BY DEED FROM ANNIE MRZENA ET ALS, OF RECORD IN BOOK 1066, PAGE 319, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CHARLES GOODMAN AND WIFE, MARY GOODMAN, 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 CHARLES GOODMAN AND WIFE, MARY GOODMAN, 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 CHARLES GOODMAN AND WIFE, MARY GOODMAN do hereby transfer and convey unto LOUIS MRZENA , 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.