WE , the said J. F. HEATH AND WIFE, ALICE BELL HEATH , 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 $ 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 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 J. F. HEATH AND WIFE, ALICE BELL HEATH , 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 J. F. HEATH AND WIFE, ALICE BELL HEATH, 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 L. M. NELSON 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. R. NEWTON AND WIFE, ETTA NEWTON

and J. F. HEATH AND WIFE, ALICE BELL HEATH, , hereunto set our hands

at NASHVILLE , Tennessee, this the 21ST day of MARCH , 19 45

ETTA NEWTON
J. R. NEWTON
J. F. HEATH
ALICE BELL HEATH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, DIXIE GREER , a Notary Public in and for said County and State, the within named J. R. NEWTON AND WIFE, ETTA NEWTON, AND J. F. HEATH AND WIFE, ALICE BELL HEATH 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 X 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. X

Witness my hand and official seal at Nashville, Tennessee, this 31ST day of MARCH 19 45.

My commission expires OCT. 8, 1945
U.S.R.S. $ 1.10
RECEIVED MARCH 31, 1945 AT 10:56 A.M.
SW

(Seal) DIXIE GREER
Notary Public.



NUMBER 23380 RECORDED APRIL 2, 1945 SAM HALL ET UX TO LUTHER JACKSON ET UX

37644 MARSHALL & BRUCE NASHVILLE

# INSTALLMENT DEED

**Book No. 1323**

FOR AND IN CONSIDERATION of the sum of TWELVE HUNDRED FIFTY AND 00/100 ($1250.00) DOLLARS

of which THREE HUNDRED FIFTY AND 00/100 (350.00) DOLLARS has been paid in cash by LUTHER JACKSON AND WIFE, RUBY BEATRICE JACKSON, the receipt of which is hereby acknowledged, and for the remainder NINE HUNDRED AND 00/100 (900.00) DOLLARS the said LUTHER JACKSON AND WIFE, RUBY BEATRICE JACKSON HAVE EXECUTED THEIR ONE PRINCIPAL PROMISSORY NOTE IN THE SUM OF $900.00 WITH INTEREST AT 5 PER CENT PER ANNUM FROM DATE. SAID NOTE IS MADE PAYABLE TO SAM HALL OR ORDER. THE INTEREST ON SAID NOTE HAS BEEN COMPUTED AND ADDED INTO THE PAYMENTS OF SAID NOTE. SAID PAYMENTS OF $14.50 MONTHLY OVER A PERIOD OF 72 MONTHS. SAID PAYMENTS OVER THIS PERIOD OF TIME AMORTIZES BOTH PRINCIPAL AND INTEREST AND LIQUIDATES SAME BY THE SAID 72 PAYMENTS .

FIRST PAYMENT WILL FALL DUE ON THE 28TH DAY OF APRIL, 1945, AND ONE OTHER ON THE 28TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID.

all of said notes bearing FIVE 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, SAM HALL AND WIFE, LEACHIE HALL

have this day bargained and sold, and do hereby transfer and convey, unto the said LUTHER JACKSON AND WIFE, RUBY BEATRICE JACKSON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS. 161 AND 162 IN PAYNE, BLACKMORE AND CUMMINGS ADDITION TO EAST NASHVILLE, A PLAN OF WHICH IS RECORDED IN BOOK 57, PAGE 70, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN. SAID LOTS NOS. 161 AND 162 FRONT 50 FEET EACH ON THE WESTERLY SIDE OF 15TH STREET AND RUN BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY; LOT 161 RUNNING BACK WITH THE SOUTHERLY MARGIN OF SEVIER STREET.

BEING THE SAME PROPERTY CONVEYED TO US BY DEED OF A.L. GOLDBERG AND WILLIAM RICH, MAY 16, 1896 AND OF RECORD IN BOOK NO. 231 PAGE 81, REGISTER'S OFFICE, ALSO REFERENCE IS MADE TO CONVEYANCE FROM MARY ANN JONES ET AL TO SAM HALL OF RECORD IN BOOK 464, PAGE 537, SAID REGISTER'S OFFICE.

I declare that I am the true and lawful holder of the claim secured by the instrument recorded on the 2nd day of April 1945. Book 1323 Page 40 and discharged the lien to which the same is subject. This 2nd day of May 1945.
DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LUTHER JACKSON AND WIFE, RUBY BEATRICE JACKSON, 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 LUTHER JACKSON AND WIFE, RUBY BEATRICE JACKSON, 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 LUTHER JACKSON AND WIFE, RUBY BEATRICE JACKSON do hereby transfer and convey unto TOM SHRIVER , 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.