We , the said **Robert D. Bradley and wife, Dorothy June Breck Bradley,** , 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 **Robert D. Bradley and wife, Dorothy June Breck Bradley** , 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 **Robert D. Bradley and wife, Dorothy June Breck Bradley, 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 **Craig Payne** , 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 **Charles Paysinger and wife, Lola Paysinger and Robert D. Bradley and wife, Dorothy June Breck Bradley,** , hereunto set our hands at **Nashville** , Tennessee, this the **25th** day of **May** , 19 **46**

Charles Paysinger
Lola Paysinger
Robert D. Bradley
Dorothy June Breck Bradley

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, **C. A. Lillard** , a Notary Public in and for said County and State, the within named **Charles Paysinger and wife, Lola Paysinger and Robert D. Bradley and wife, Dorothy June Breck Bradley** the bargainor , with whom I am personally acquainted, and who acknowledged that **they** executed the within instrument for the purposes therein contained.

And , of the said having appeared before me privately and apart from husband , the said , 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 **25th** day of **May** , 19 **46.**

My commission expires **July 8- 1946**

(Seal) **C. A. Lillard**
Notary Public

USRS $6.60
Received May 28, 1946 at 11:00 A.M. NS

NUMBER 59959 RECORDED MAY 29, 1946

D. J. WHITE----------TO----------WALTER ESMOND WADE, ET UX

INSTALLMENT DEED

Book No. 1391

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED AND NO/100 ($500.00) DOLLARS of which ONE HUNDRED AND NO/100 ($100.00) DOLLARS has been paid in cash by WALTER ESMOND WADE, AND WIFE, MAGGIE NELL WADE , the receipt of which is hereby acknowledged, and for the remainder FOUR HUNDRED AND NO/100 ($400.00) DOLLARS the said WALTER ESMOND WADE AND WIFE, MAGGIE NELL WADE HAVE EXECUTED SERIES OF FORTY-EIGHT (48) NOTES OF EVEN DATE HEREOF, IN THE SUM OF NINE DOLLARS AND FORTY CENT ($9.40) EACH, PAYABLE TO THE ORDER OF D.J. WHITE, AND THE FIRST NOTE OF SAID SERIES MATURES ON THE 16TH DAY OF JUNE, 1946, AND ONE NOTE ON THE 16TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL THE TOTAL SERIES HAVE MATURED. THE SAID NOTES INCLUDE THE INTEREST ON THE TOTAL INDEBTEDNESS ON THE MATURITY DATE OF EACH NOTE AT THE RATE OF SIX PER CENT, ON THE MATURITY DATE OF EACH NOTE, AND THE RESIDUE OF SAID NOTE IS A PAYMENT ON THE PRINCIPAL SUM OF SAID INDEBTEDNESS OF $400.00, HERETOFORE SET OUT. THAT UPON DEFAULT PAYMENT OF ANY NOTE, AND/OR FAILURE TO PAY THE TAXES WHEN DUE, THE LAWFUL HOLDER OF THE SERIES OF NOTES, MAY AT HIS ELECTION DECLARE ALL UNDUE NOTES DUE AND PAYABLE, BUT THE FAILURE TO TAKE THE ADVANTAGE OF ANY DEFAULT SHALL NOT OPERATE AS A WAIVER TO DO SO FOR ANY SUBSEQUENT DEFAULT. DEMAND, NOTICE AND PROTEST, WHEREEVER REQUIRED BY LAW, IS HEREBY EXPRESSLY WAIVED.

THAT MATURITY all of said notes bearing six per cent interest from ~~XXX~~, and providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed

I, D. J. WHITE, AN UNMARRIED MAN

have this day bargained and sold, and do hereby transfer and convey, unto the said WALTER ESMOND WADE AND WIFE, MAGGIE NELL WADE, AND THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 26, ON THE MAP OF D. F. WILKIN'S PROPERTY WHICH IS OF RECORD IN BOOK NO. 421, PAGE NO. 148, OF THE SAID REGISTER'S OFFICE OF SAID COUNTY.

SAID LOT NO. 26, FRONTS 50 FEET ON THE WESTERLY SIDE OF FIRST AVENUE SOUTH, FORMERLY MAPLE STREET, AND RUNS BACK BETWEEN PARALLEL LINES ~~183½ FEET TO AN ALLEY~~.

BEING THE SAID PROPERTY, THAT CARRIE HENDRIX AND HUSBAND JOHN HENDRIX, CONVEYED BY DEED TO D. J. WHITE, AS OF RECORD IN BOOK NO. 1225, PAGE 219, OF THE SAID REGISTER'S OFFICE FOR SAID COUNTY.

I declare that I am the true and lawful holder of the claim secured by the instrument with which this declaration is filed, and that the statements therein are true to the best of my knowledge and belief. Marvin Dyer

Sworn to and subscribed before me this 29th day of May 1946. Marvin Dyer NOTARY PUBLIC

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WALTER ESMOND WADE AND WIFE, MAGGIE NELL WADE AND THEIR heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. EXCEPT 1946 TAXES, WHICH THE SAID PURCHASERS ASSUMES AND AGREES TO PAY. I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said WALTER ESMOND WADE AND WIFE, MAGGIE NELL WADE, THEIR heirs and assigns, against the lawful AND 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 WALTER ESMOND WADE AND WIFE, MAGGIE NELL WADE do hereby transfer and convey unto JACOBS H. DOYLE , 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.