I , the said **Jesse Sanders** , 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 $ --- 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.

I 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 I 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 a part of the indebtedness secured herein, the same to bear interest from the date of such payment.

Now, if I , the said **Jesse Sanders** , 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 I 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, if I 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.

I 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. I 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 **Jesse Sanders, his** 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 **W. D. Dodson** , 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 **W. M. Fuqua, unmarried**

and **Jesse Sanders** , hereunto set our hands

at **Nashville** , Tennessee, this the **25th** day of **May,** , 19 **46**

**Will Fuqua**
**Jesse Sanders**

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 **W. M. Fuqua, Unmarried and JESSE SANDERS**

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

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 $.55**
**Received May 29, 1946 at 10:01 A.M. NS**



D.E. MALLERNEE, JR. ET UX---------TO---GEORGE W. RITCHIE ET UX

# INSTALLMENT DEED

Book No. 1391

FOR AND IN CONSIDERATION of the sum of $2500.00 TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS of which ONE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 ($1750.00) DOLLARS has been paid in cash by GEORGE W. RITCHIE AND WIFE, PHEMEY SMITHSON RITCHIE, the receipt of which is hereby acknowledged, and for the remainder $750.00 SEVEN HUNDRED FIFTY AND NO/100 DOLLARS the said GEORGE W. RITCHIE AND WIFE, PHEMEY SMITHSON RITCHIE HAVE EXECUTED THEIR ONE JOINT PROMISSORY NOTE, OF EVEN DATE HEREWITH, IN THE SUM OF SEVEN HUNDRED FIFTY AND NO/100 ($750.00) DOLLARS, PAYABLE TO THE ORDER OF D. E. MALLERNEE, JR. AND WIFE, MARY LONG MALLERNEE, IN MONTHLY INSTALLMENTS OF EIGHTEEN AND 75/100 ($18.75) DOLLARS, FIRST PAYMENT FALLING DUE ON OR BEFORE JUNE 27, 1946, AND THEREAFTER A LIKE AMOUNT ON OR BEFORE THE 27TH DAY OF EACH SUCCEEDING MONTH, FIRST TO BE APPLIED TO PAYMENT OF INTEREST AT THE RATE OF 6% PER ANNUM ON THE PRINCIPAL SUM, OR SO MUCH AS SHALL FROM TIME TO TIME REMAIN UNPAID, AND THE BALANCE TO BE APPLIED TO PAYMENT OF THE PRINCIPAL SUM, UNTIL THE ENTIRE AMOUNT BOTH PRINCIPAL AND INTEREST HAS BEEN PAID IN FULL. SAID NOTE IS SECOND AND SUBSERVIENT TO AN INDEBTEDNESS OF ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 ($1250.00) DOLLARS, SECURED BY DEED OF TRUST TO W. V. CORNELL, TRUSTEE, OF EVEN DATE HEREWITH, OF RECORD IN BOOK____, PAGE____, RODC, WHICH IS EXECUTED FOR THE PURPOSE OF BORROWING A PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN CONVEYED.

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 fees, a lien is expressly retained on the land herein conveyed

WE, D. E. MALLERNEE, JR. AND WIFE, MARY LONG MALLERNEE have this day bargained and sold, and do hereby transfer and convey, unto the said GEORGE W. RITCHIE AND WIFE, PHEMEY SMITHSON RITCHIE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 13 OF BLOCK 8 IN THE CHARLOTTE PARK COMPANY'S SECOND ADDITION TO NASHVILLE, OF RECORD IN BOOK 57, PAGE 160 AMD 161, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 13 FRONTS 50 FEET ON THE NORTHERLY SIDE OF FIRST AVENUE, NOW PARK AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO D. E. MALLERNEE, JR. AND WIFE, MARY LONG MALLERNEE BY DEED FROM JAMES M. ROBERTSON AND WIFE, MAGGIE M. ROBERTSON, OF RECORD IN BOOK 1389, PAGE 579, SAID REGISTER'S OFFICE.

I hereby certify that the lawful holder of the claim secured by the instrument within has requested the satisfaction thereof and discharge of the lien to secure
Dated May 31, 1950.
Third National Bank
Nashville, Tenn.
By P. L. Kuenzel
CITY RESIDENT

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GEORGE W. RITCHIE AND WIFE, PEHMEY SMITHSON RITCHIE, 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 GEORGE W. RITCHIE AND WIFE, PHEMEY SMITHSON RITCHIE, 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 GEORGE W. RITCHIE AND WIFE, PHEMEY SMITHSON RITCHIE do hereby transfer and convey unto FRANK WITHERSPOON , 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.