I, the said MRS. ALICE WHITE, 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 part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if I, the said MRS. ALICE WHITE, 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, 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 MRS. ALICE WHITE,- 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 ALFRED T. LEVINE, 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 MRS. ELLA PARMER and MRS. ALICE WHITE, hereunto set our hands at NASHVILLE, Tennessee, this the 20 day of APRIL, 1936.

MRS. ELLA PARMER

MRS. ALICE WHITE

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RORA CHAUNCEY, a Notary Public in and for said County and State, the within named MRS. ELLA PARMER, AN UNMARRIED WOMAN, --- the bargainor --- with whom I am personally acquainted, and who acknowledged that SHE 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, 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 20 day of APRIL, 1936.

My commission expires NOV. 21, 1939.

(Seal) RORA CHAUNCEY, Notary Public.

U.S.R.S. $2.00.

RECEIVED APRIL 22, 1936, AT 3:45 P.M.

30073 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

989

FOR AND IN CONSIDERATION of the sum of ($1250.00) TWELVE HUNDRED FIFTY AND 00/100. DOLLARS of which TWO HUNDRED FIFTY FIVE AND 00/100 ($255.00) DOLLARS has been paid in cash by MRS. MYRTLE MAYBERRY, receipt of which is hereby acknowledged, and for the remainder NINE HUNDRED NINETY FIVE AND 00/100 ($995.00)... DOLLARS the said MRS. MYRTLE MAYBERRY HAS THIS DAY ASSUMED AND AGREES TO PAY WHEN DUE A FIRST MORTGAGE NOTE IN THE SUM OF $500.00 DATED SEPTEMBER 16, 1935, PAYABLE SEPTEMBER 16, 1938 WITH INTEREST AT THE RATE OF 6% INTEREST PAYABLE SEMI- ANNUALLY SECURED BY DEED OF TRUST, FROM ANNIE MYRTLE HARRIS AND HUSBAND TO W. L. BAINBRIDGE TRUSTEE OF RECORD IN BOOK 964, PAGE 376, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE FOR THE BALANCE OF PURCHASE MONEY FOUR HUNDRED AND NINETY FIVE AND 00/100 ($495.00) DOLLARS, THE SAID MRS MYRTLE MAYBERRY HAS THIS DAY EXECUTED HER THIRTY THREE (33) PROMISSORY NOTES FIRST ONE OF WHICH IS FOR THE SUM OF $17.47 AND EACH SUCCEEDING NOTE RESPECTIBELY THEREAFTER IS FOR AN AMOUNT FIRST 7 CENTS THEN 8 CENTS (ALTERNATING) LESS THAN THE PRECEDING NOTE THUS MAKING THE LAST NOTE AND INTEREST $15.07 NONE OF THESE MONTHLY PAYMENT NOTES BEAR INTEREST EXCEPT AFTER MATURITY AS THE INTEREST IS COMPUTED AND ADDED IN THE FACE OF EACH NOTE. FIRST ~~ONE~~ OF WHICH FALLS DUE MAY 13, 1936, AND ONE ON THE 13TH DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID. SAID MONTHLY PAYMENT NOTES PAYABLE ON OR BEFORE AND PAYABLE TO THE ORDER OF MRS. ANNIEMYRTLE LEHNING. AND PROVIDING FOR PAYMENT OF ATTORNEY FEES AND TO SECURE THE PAYMENT OF SAID NOTES PRINCIPAL AND INTEREST AND ATTORNEY FEES A LIEN IS EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED. WE, ANNIE MYRTLE LEHNING (FORMERLY ~~Annie~~ MYRTLE HARRIS AND THE SAME PERSON REFERRED TO AS ANNIE MYRTLE HARRIS IN THE DEED FROM R.P. HARRIS OF RECORD IN BOOK 911, PAGE 409 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE) AND HUSBAND JOE I LEHNING, HAVE BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID MRS. MYRTLE MAYBERRY HER HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY TENNESSEE, AS FOLLOWS:

BEING LOT NUMBER 10 ON THE MAP OF STOKES AND MARSHALL'S SUBDIVISION AS OF RECORD IN BOOK 332, PAGE 106, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE.

SAID LOT NUMBER 10 FRONTS FIFTY (50) FEET ON THE NORTHERLY SIDE OF STOKES STREET AND RUNS BACK BETWEEN PRALLEL LINES 168½ FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO ANNIE MYRTLE HARRIS NOW LEHNING BY DEED FROM R. P. HARRIS OF RECORD IN BOOK 911, PAGE 409, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE.

TAXES FOR 1936, PRORATED AS OF DATE OF DEED AND ASSUMED BY PURCHASER.

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 have this day bargained and sold, and do hereby transfer and convey, unto the said heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

I declare that I am the true and lawful holder of the above note, recorded and herein acknowledged. This ... day of ..., 1936. Attest: ... DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS. MYRTLE MAYBERRY HER 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 AS ABOVE SET OUT.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said MRS. MYRTLE MAYBERRY HER, 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 ME in hand paid I, the said MRS. MYRTLE MAYBERRY (A WIDOW) do hereby transfer and convey unto W.L. BAINBRIDGE, 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.