I , the said ARTHUR W.BANG , 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.

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 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 ARTHUR W. BANG , 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 ARTHUR W. BANG 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.B. MCMORROUGH 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 WILLIAM WHITNEY FRIERSON AND J.W. MCMORROUGH

and ARTHUR W. BANG

at NASHVILLE , Tennessee, this 23 day of SEPT , hereunto set our hands , 193 7 .

WILLIAM WHITNEY FRIERSON
T.J. MCMORROUGH
ARTHUR W. BANG

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ANDREW J. DOYLE , a Notary Public in and for said County and State, the within named WILLIAM WHITNEY FRIERSON T.J. MCMORROUGH AND ARTHUR W. BANG

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

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 X expressed.

Witness my hand and official seal at Nashville, Tennessee, this 23 day of SEPT , 193 7.

My commission expires AUG 17 1940

(Seal) ANDREW J. DOYLE
Notary Public.

REC'D SEPT 24,1937 AT 9:35 A.M.

INSTALLMENT DEED

1055

FOR AND IN CONSIDERATION of the sum of $4850.00 FOUR THOUSAND EIGHT HUNDRED FIFTY ---- DOLLARS of which $1025.00 (ONE THOUSAND TWENTY FIVE .... DOLLARS has been paid in cash by MRS. FRANCES MARION SULLIVAN , the receipt of which is hereby acknowledged, and for the remainder $3825.00 (THREE THOUSAND EIGHT HUNDRED TWENTY FIVE ..... DOLLARS the said MRS. FRANCES MARION SULLIVAN ANDHUSBAND JOEL SULLIVAN HAVE EXECUTED THEIR EIGHTY FIVE PROMISSORY NOTES OF EVEN DATE HEREWITH IN THE PRINCIPAL SUM OF $45.00 EACH, ALL OF WHICH NOTES BEAR INTEREST AT 6% (SIX PER CENT) FROM DATE AND ARE PAYABLE TO THE ORDER OF THE MAKERS AND ENDORSED BY THE MAKERS THE FIRST OF WHICH NOTES IS DUE ONE MONTH AFTER DATE, AND THE REMAINDER MONTHLY CONSECUTIVELY THEREAFTER.

ALL OF SAID NOTESBEARING SIX PER CENT INTEREST FROM DATE 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 LAND HEREIN CONVEYED I. SAUL KARNOWSKY AN UNMARRIED MAN HAVE THIS DAY BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID MRS. FRANCES MARION SULLIVAN HER HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY TENNESSE AS FOLLOWS: BEING LOTNO. 481 IN THE RICHLAND REALTY COMPANY'S DIVISION "C" THE PLAN OF WHICH IS OF RECORD IN BOOK 421, PAGE 31, OF THE REGISTER'S OFICE FOR DAVIDSON COUNTY TENNESSEE, SAID SAID LOTNO. 481, IS MORE ACCURATELY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERN MARGIN OF WESTBROOK AVENUE, THE NORTHEAST CORNER OF SAID LOT NO. 481, AND THE NORTHWEST CORNER OF LOTNO. 479 RUNNING THENCE IN A WESTERLY DIRECTION IN A STRAIGHT LINE AND ALONG THE SOUTHERLY MARGIN OF WESTBROOK AVENUE 145 FEET TO THEPOINT AT THE BEGINNING OF A CURVE AND THE INTERSECTION OF WESTBROOK AVENUE WITH MEADOWBROOK AVENUE THENCE WITH SAID CURVE 69 FEET TO A POINT IN THE NORTHERLY MARGIN OF MEADOWBROOK AVENUE THENCE IN A CURVED LINE WITH THE NORTHERLY MARGIN OF MEADOWBROOK AVENUE AND THE SOUTHERLY MARGIN OF LOTNO. 481, 185 FEET TO A POINT, THE SOUTHEAST CORNER OF SAID LOT NO.481, AND THE SOUTHWEST CORNER OF LOT NO. 480 IN SAID PLAN; RUNNING THENCE IN NORTHERLY DIRECTION ALONG THE COMMON BOUNDARY LINE BETWEEN LOTSNOS. 479 480, AND 481, 176 FEET TO THE POINT OF BEGINNING,

AND BEING THE SAME PROPERTY CONVEYED TO SAUL KARNOWSKY BY DEED OF SARAH E. CHILDRESS RECORDED IN BOOK 1018 PAGE 177 R.O.D.C. TENNESSEE. TAXES FOR 1937 PRO RATED, AS OF DATE OF DEED AND WE IKE KARNOWSKY AND WIFE LULA KARNOWSKY FATHER AND MOTHER OF SAUL KARNOWSKY DO JOIN IN THE EXECTUION OF THIS INSTRUMENT FOR THE PURPOSE OF APPROVING SAID CONVEYANCE ALSO TRANSFERRING ANY RIGHT TITLE AND INTEREST THAT WE MIGHT HAVE IN THE ABOVE DESCRIBED PROPERTY

(X) I IKE KARNOWSKY DO HEREBY BIND MYSELF MYHEIRS AND REPRESENTATIVES TO HOLD MRS. FRANCES MARION SULLIVAN HARMLESS FROM ANY OR ALL CLAIMS OF LIENS AGAINST THE PROPERTY LOCATED AT 3712 MEADOWBROOK AVENUE, RESULTING FROM MATERIAL FURNISHED OR LABOR PERFORMED ON THE HOME LOCATED ON SAID PREMISES , WHICH MATERIAL WAS FURNISHED OR LABOR DONE PRIOR TO SEPTEMBER 22ND 1937 .

IN WITNESS WHEREOF I HAVE SINGED THIS 22ND DAY OF SEPTEMBER 1937

IKE KARNOWSKY

I declare that I am the true and lawful holder of the claim secured by the within instrument and hereby acknowledge the satisfaction thereof and the discharge of the lien to secure the same in full. This 20 day of Sept 1937 IKE Karnowsky

DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS. FRANCES MARION SULLIVAN HER heirs and assigns, forever. I DO 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.

I, further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said MRS. FRANCES MARION SULLIVAN HER heirs and assigns, against the lawful claims of all persons.

And I, 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. FRANCES MARION SULLIVAN AND HUSBAND JOEL SULLIVAN do hereby transfer and convey unto W. H. LEVINE , 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.