WE , the said A.C. PEARCE AND WIFE ELIZABETH PEARCE , 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 $ 3500.00 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 A.C. PEARCE AND WIFE, ELIZABETH PEARCE , 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 A.C. PEARCE AND WIFE ELIZABETH PEARCE 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 J.P. BUCHANAN 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 GEORGE A. PATTON AND WIFE, NANALOU PATTON , hereunto set our hands and seals at NASHVILLE , Tennessee, this the 4TH day of APRIL 1940. , 193-.

GEORGE A. PATTON
NANALOU M. PATTON
ALBERT C. PEARCE
A.C. PEARCE
ELIZABETH PEARCE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE EDWARDS , a Notary Public in and for said County and State, the within named GEORGE A. PATTON, NANALOU M. PATTON 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 having appeared before me privately and apart from husband , the said , of the said , 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.

Witness my hand and official seal at Nashville, Tennessee, this 8TH day of APRIL , 193- 1940

My commission expires JULY 7 1943 (Seal) LOUISE EDWARDS Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E.W. SMITH , a Notary Public in and for said County and State, the within named A.C. PEARCE AND WIFE ELIZABETH PEARCE 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 having appeared before me privately and apart from husband , the said , of the said , 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.

Witness my hand and official seal at Nashville, Tennessee, this 11TH day of APRIL , 193- 1940.

My commission expires JULY 7 1942 (Seal) E.W. SMITH Notary Public.

U S .R.S. $1.00
REC'D APRIL 11,1940 AT 9:27 A.M.

NUMBER 36572 RECORDED APRIL 18,1940 SOL GROSS ET UX TO JIM COUNTS

PARTIAL PAYMENT WARRANTY DEED AND JOINT AGREEMENT.

INSTALLMENT DEED

1092 ($1,250.00)

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND, TWO HUNDRED AND FIFTY DOLLARS / ~~DOLLARS~~ of which XX ~~DOLLARS has been paid in cash~~ by , the ~~receipt of which is hereby acknowledged, and for the remainder~~ X X ~~DOLLARS~~ the said XX

PAID AND TO BE PAID TO US BY JIM COUNTS AS FOLLOWS: TWO HUNDRED AND FIFTY DOLLARS ($250.00), CASH IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER THE SAID JIM COUNTS HAS EXECUTED HIS ONE HUNDRED (100) PROMISSORY NOTES FOR TEN DOLLARS ($10.00) EACH, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF SOL GROSS AND WIFE, ROSIE GROSS, AND BEARING INTEREST AT THE RATE OF SIX PER CENT PER ANNUM FROM DATE, AND A LIEN IS HEREBY RESERVED AND RETAINED ON THE PROPERTY HEREIN CONVEYED TO SECURE THEIR PAYMENT; THE FIRST ONE OF WHICH NOTES FALLS DUE ON MAY 1ST, 1940; AND THE OTHERS MONTHLY ON THE FIRST DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL ARE PAID; WE, SOL GROSS AND WIFE, ROSIE GROSS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS, DO TRANSFER AND CONVEY UNTO THE SAID JIM COUNTS, HIS HEIRS AND ASSIGNS, A CERTAIN PARCEL OF LAND IN THE CITY OF NASHVILLE, DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS:

BEING LOT NUMBER EIGHTY THREE (83) IN MAURY AND CLAIBORNE'S ADDITION TO SOUTH NASHVILLE, A PLAN OF WHICH IS OF RECORD IN BOOK 21, PAGES 84 AND 85, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NUMBER EIGHTY THREE (83) FRONTS THIRTY FIVE (35) FEET ON THE WEST SIDE OF CLAIBORNE STREET; AND RUNS BACK, BETWEEN PARALLEL LINES, ONE HUNDRED AND SIXTY FIVE (165) FEET TO AN ALLEY; AND BEING THE SAME PROPERTY CONVEYED BY MRS. AMANDA I. CASTLEMAN, A WIDOW, TO THE SAID SOL GROSS AND WIFE, ROSIE GROSS, BY DEED REGISTERED IN BOOK 971, PAGE 345, TO WHICH DEED REFERENCE IS HEREMADE FOR A FURTHER DESCRIPTION OF SAID PROPERTY.

all of said X 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 X X 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: X

TO HAVE AND TO HOLD said real estate, TOGETHER with the appurtenances, estate, title, and interest thereto belonging, to the said JIM COUNTS, HIS 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 BY THE LIEN OF THE STATE, COUNTY AND XX CITY TAXES FOR THE YEAR 1940, THE PAYMENT OF WHICH IS HEREBY ASSUMED BY ME, THE SAID JIM COUNTS, THE GRANTEE, HEREIN. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said and demands TO THE SAID JIM COUNTS, HIS heirs and assigns, against the lawful claims of all persons ~~in~~ whomsoever.

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 ~~0~~X ($1.00) TO US in hand paid, WE , the said JIM COUNTS AND WIFE, MANDY COUNTS do hereby transfer and convey unto HARVEY GROSS, , 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.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and its discharge of the lien to secure the same is full. This 4th day of May 1940

Attest: A.C. Pearce DEPUTY REGISTER