, the said , 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.

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 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 , the said THOMAS L.DAVY , 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 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, OR IF 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 THOMAS L.DAVY, 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 WARNER B.JONES 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 L.M.EZELL AND WIFE MONTEREY SOPER EZELL and THOMAS L.DAVY , hereunto set our hands at NASHVILLE , Tennessee, this the 8TH day of APRIL , 19 40.

L.M.EZELL
MONTEREY SOPER EZELL
THOMAS L.DAVY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, A.B. ROLLOW , a Notary Public in and for said County and State, the within named L.M. EZELL AND WIFE MONTEREY SOPER EZELL, AND THOMAS L.DAVY 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 , 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 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 6 day of APRIL 19 40.

My commission expires OCT 1942.

(Seal) A.B. ROLLOW
Notary Public.

U.S.R.S. $.55¢

REC'D JULY 24,1940 AT 8:33 A.M.

47000 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1139

FOR AND IN CONSIDERATION of the sum of FIVE DOLLARS (5.00) DOLLARS

of which $5.00 DOLLARS has been paid in cash by WILLIAM M.GREER AND WIFE MARY E. GREER , the receipt of which is hereby acknowledged, and DOLLARS

THE SAID WILLIAM M. GREER AND WIFE, MARY E. GREER HAVE EXECUTED THIRTY-THREE PROMISSORY NOTES IN THE AMOUNT OF $27.00 EACH, FALLING DUE MONTHLY, AND PAYABLE AS FOLLOWS: THE FIRST FALLING DUE OCTOBER 9,1940, THE NEXT FOUR FALLING DUE ON THE 9TH OF EACH SUCCEEDING MONTH, THE NEXT ONE FALLING DUE APRIL 9TH 1941, THE NEXT FOUR FALLING DUE THE 9TH OF EACH SUCCEEDING MONTH, THE NEXT ONE WHICH IS NUMBER 11 FALLS DUE OCTOBER 9, 1941, THE NEXT FOUR FALLING DUE 9TH OF EACH SUCCEEDING MONTH, THE NEXT ONE BEING NUMBER 16, OF EACH SUCCEEDING MONTH, THE NEXT NOTE BEING NUMBER 21 FALLS DUE OCTOBER 9, 1942, THE NEXT FOUR FALL DUE ON THE 9TH OF THE NEXT SUCCEEDING MONTHS, THE NEXT NOTE BEING NUMBER 26 FALLS DUE APRIL 9,1943, THE NEXT FOUR FALL DUE THE 9TH OF EACH SUCCEEDING MONTH, NUMBER 31 FALLS DUE OCTOBER 9,1943, THE NEXT TWO FALL DUE ON THE 9TH OF THE NEXT SUCCEEDING MONTHS. WE HAVE ALSO EXECUTED ONE NOTE FOR $4.69, DUE JANUARY 9,1944.

X(FALLS DUE APRIL 9,1942, THE NEXT FOUR FALLING DUE THE 9th of)

MATURITY

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

WE GEORGE A. PATTON AND NANALOU M.PATTON have this day bargained and sold, and do hereby transfer and convey, unto the said WILLIAM M.GREER AND WIFE MARY E.GREER, THEIR heirs and assigns, certain real estate in Davidson County Tennessee. as follows:

BEING THE EASTERLY PART OF LOT #18 OF THE SUBDIVISION OF THE MOORE TRACK, RECORDED IN BOOK 137 PAGE 91, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

SAID PART OF LOT #18 FRONTS 50 FEET ON THE NORTHERLY SIDE OF MOORE AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 148½ FEET. MORE OR LESS, TO THE NORTHERLY LINE OF SAID SUBDIVISION.

BEING THE SAME PROPERTY CONVEYED TO GEORGE A. PATTON, BY DEED FROM CLARA MAI VANTREASE, OF RECORD IN BOOK 1082, PAGE 57, REGISTER'S OFFICE OF SAID COUNTY.

I declare that I am the true and lawful holder of the claim secured by the instrument and the same is fully satisfied. Witness my hand this 24th day of July 1940

Attest:

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WILLIAM M.GREER AND WIFE MARY E. GREER, 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.

EXCEPT THE DEED OF TRUST FOR $800.00 WHICH IS BEING ASSUMED BY PURCHASER..

WE further covenant and bind OURSELVES AND OUR heirs and representatives, to warrant and forever defend the title to said real estate to said WILLIAM M.GREER AND WIFE MARY E. GREER AND 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 W the said WILLIAM M. GREER AND WIFE MARY E.GREER do hereby transfer and convey unto J.P. BUCHANAN , 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.