, the said TALMAGE MIMS , 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 TALMAGE MIMS, 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 TALMAGE MIMS, 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 J. L. REYNOLDS 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 WAYNE GUY FOSTER AND WIFE, THELMA FOSTER and TALMAGE MIMS, hereunto set our hands at -- , Tennessee, this the 20TH day of OCTOBER, 19 38.

WAYNE GUY FOSTER
THELMA FOSTER
TALMAGE MIMS
VIRGIE MIMS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, GEO E. KANNARD, a Notary Public in and for said County and State, the within named WAYNE GUY FOSTER AND WIFE, THELMA FOSTER AND TALMAGE MIMS

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 11TH day of NOVEMBER 19 32.

My commission expires 4/14/1940

(Seal)..... Notary Public.

U.S.R.S. $ .50
RECEIVED AUG. 20, 1940 AT 2:10 P.M.

NUMBER 43913 RECORDED AUG. 21, 1940
ALLEN DOBSON AND WIFE MARTHA BALLARD DOBSON
TO
ALFRED E. MASON AND WIFE ALTHEA RIDGE MASON

INSTALLMENT DEED

Book No. 1169

FOR AND IN CONSIDERATION of the sum of ($2250.00) TWENTY TWO HUNDRED, FIFTY AND 00/100 DOLLARS of which TWO HUNDRED, TWENTY FIVE AND 00/100 ($225.00) DOLLARS has been paid in cash by ALFRED E. MASON AND WIFE ALTHEA RIDGE MASON, the receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND, TWENTY FIVE AND 00/100 ($2025.00) DOLLARS the said ALFRED E. MASON AND WIFE ALTHEA RIDGE MASON HAVE THIS DAY ASSUMED AND AGREED TO PAY, SIXTEEN HUNDRED, THREE AND 96/100 ($1603.96) DOLLARS, BEING THE UNPAID BALANCE OF A $1950.00 NOTE, DATED OCTOBER 30, 1936, PAYABLE IN MONTHLY INSTALLMENTS, SECURED BY DEED OF TRUST EXECUTED BY ETHEL C. ROBESON CATHEY TO SYDNEY F KEEBLE, TRUSTEE OF RECORD ON BOOK 897, PAGE 154 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. FOR THE BALANCE OF PURCHASE MONEY, FOUR HUNDRED, TWENTY ONE AND 04/100 ($421.04) DOLLARS, THE SAID ALFRED E. MASON AND WIFE ALTHEA RIDGE MASON HAVE THIS DAY EXECUTED THEIR FORTY-TWO (42) JOINT PROMISSORY NOTES, FORTY-ONE (41) OF WHICH ARE IN THE SUM OF TEN AND 00/100 ($10.00) DOLLARS EACH AND ONE NOTE FOR ELEVEN AND 04/100 ($ 11.04) DOLLARS, FIRST ONE OF WHICH FALLS DUE SEPTEMBER 15-1940 AND ONE ON THE 15TH DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID, PAYABLE TO THE ORDER OF ALLEN DOBSON AND BEARING 6% INTEREST FROM DATE OF THIS INSTRUMENT. SAID MONTHLY INSTALLMENTS ABOVE DESCRIBED IN DEED OF TRUST ARE IN THE AMOUNT OF $16.45 EACH, FIRST INSTALLMENT DUE SEPT 1-1940

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, ALLEN DOBSON AND WIFE MARTHA BALLARD DOBSON

have this day bargained and sold, and do hereby transfer and convey, unto the said ALFRED E. MASON AND WIFE ALTHEA RIDGE MASON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows: BEING LOT NUMBER 39 ON THE PLAN SHOWING SUBDIVISION OF LOTS NUMBERS 9, 9 AND 10 AND PART OF LOT NUMBER 11 "A", LOTS NUMBERS 13 AND 14 OF BLOCK "B", AND ALL OF BLOCK "C" IN THE SUBDIVISION OF THE WEAKLEY HOME PLACE AS OF RECORD IN BOOK 547, PAGE 12 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NUMBER 39 FRONTS FIFTY (50) FEET ON THE SOUTHERLY SIDE OF BENJAMIN STREET AND RUNS BACK BETWEEN PARALLEL LINES 160 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO ALLEN DOBSON BY DEED FROM ETHEL C. ROBESON CATHEY OF RECORD IN BOOK 1077, PAGE 50 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TAXES FOR THE YEAR 1940 PRORATED AS OF DATE OF DEED AND ASSUMED BY PURCHASERS.

I declare that I am the holder and owner of the note(s) secured by the instrument recorded on the ... day of ... 19..., and that the same has been fully paid and satisfied, and I hereby acknowledge the satisfaction thereof and discharge said instrument of record. This ... day of Dec 1942

Attest: ... DEPUTY REGISTER

Nobson - Bainbridge Realty Co.
By W. L. Bainbridge Pres

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ALFRED E. MASON AND WIFE ALTHEA RIDGE MASON, 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 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 ALFRED E. MASON AND WIFE ALTHEA RIDGE MASON, 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 ALFRED E. MASON AND WIFE ALTHEA RIDGE MASON, Trustee, his successors and assigns, the do hereby transfer and convey unto W. L. BAINBRIDGE, SR., real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.