WE, , the said ROSA B. PETERSON AND HSUBAND JOHN C. PETERSON, , 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 $- INSURABLE VALUE, 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 ROSA B. PETERSON AND HUSBAND JOHN C. PETERSON , 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 ROSA B. PETERSON AND HUSBAND JOHN C. PETERSON 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 WM.O.LEE 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 J.E. BAIRD JR. AND WIFE FRANCES A. BAIRD,

and ROSA B. PETERSON AND HUSBAND JOHN C. PETERSON , hereunto set our hands

at NASHVILLE , Tennessee, this the 13TH day of SEPT. , 19 40.

J.E. BAIRD, JR.
FRANCES A. BAIRD,
JNO C. PETERSON
ROSA B. PETERSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WADE SAIN , a Notary Public in and for said County and State, the within named J.E. BAIRD, JR. AND WIEE FRANCES A. BAIRD AND ROSA B. PETERSON AND HUSBAND JOHN C. PETERSON. 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 13TH day of SEPTEMBER 19 40.

My commission expires APRIL 6, 1944.

(Seal) WADE SAIN
Notary Public.

U.S.R.S $.55¢

RECEIVED SEPT. 13TH,1940 AT 11;16 A.M.

NUMBER 45462 RECORDED SEPT 14, 1940. T C WOOLLARD, ET UX TO A G. PENUEL, ETUX

INSTALLMENT DEED

Book No. 1169

FOR AND IN CONSIDERATION of the sum of SEVENTY SIX HUNDRED AND NO/100 ($7600.00) DOLLARS ELEVEN HUNDRED SIXTY TWO AND 72/100 ($1162.72) DOLLARS has been paid in cash by the said A. G. PENUEL AND WIFE, MARGARET B. PENUEL, the receipt of which is hereby acknowledged, and for the remainder SIXTY FOUR HUNDRED THIRTY SEVEN AND 28/100 ($6437.28) DOLLARS A. G. PENUEL AND WIFE, MARGARET B. PENUEL HAVE ASSUMED AND AGREE TO PAY AN INDEBTEDNESS IN THE SUM OF $6037.28, ON WHICH THE INTEREST HAS BEEN PAID TO OCTOBER IST, 1940. SAID INDEBTEDNESS BEING THE BALANCE OWING THE FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE, ON A NOTE FOR $6200.00, EXECUTED BY T. C. WOOLLARD AND WIFE, TERESA WOOLLARD, DATED AUGUST 29, 1939, AND SECURED BY A TRUST DEED TO LOUIS R. LINX, TRUSTEE, OF RECORD IN BOOK 862, PAGE 260, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND FOR THE REMAINDER $400.00 THE SAID A. G. PENUEL AND WIFE, MARGARET B. PENUEL HAVE EXECUTED AND DELIVERED A PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF T. C. WOOLLARD ANDWIFE, TERESA WOOLLARD AND DUE OCTOBER IST, 1940, BEARING INTEREST, ONLY, AFTER 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, T. C. WOOLLARD AND WIFE, TERESA WOOLLARD have this day bargained and sold, and do hereby transfer and convey, unto the said A. G. PENUEL AND WIFE, MARGARET B. PENUEL, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING PART OF LOT NO. I ON THE PLAN OF A. B. MONTGOMERY LANDS, OF RECORD IN PLAN BOOK I, PAGE 22, CHANCERY COURT AT NASHVILLE, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY MARGIN OF CEDAR LANE 475 FEET 9 INCHES, MORE OR LESS, EAST OF THE SOUTHEAST INTERSECTION OF SAID LANE AND BATTERY PLACE, EXTENDED; THENCE EASTERLY ALONG THE SOUTHERLY MARGIN OF CEDAR LANE 100 FEET TO THE NORTHWEST CORNER OF THE C. W. WERTZ LOT; THENCE ALONG WERTZ'S WESTERLY LINE SOUTHERLY 160 FEET TO THE NORTHERLY MARGIN OF A 15-FOOT ALLEY; THENCE WITH THE MARGIN OF THE SAME WESTERLY AROUND A CURVE 115 FEET TO A POINT 493 FEET EAST OF THE NORTHEAST INTERSECTION OF SAID ALLEY AND BATTERYPLACE EXTENDED; THENCE NORTHERLY 160 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO T. C. WOOLLARD AND WIFE, TERESA WOOLLARD BY DEED FROM WALTER STOKES AND WIFE, OF RECORD IN BOOK 1079, PAGE 615, REGISTER'S OFFICE FOR SAID COUNTY.

THIS CONVEYANCE IS MADE SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN AN INSTRUMENT EXECUTED BY WALTER STOKES, ET AL OF RECORD IN BOOK 662, PAGE 807, R.O.D.C. TENNESSEE. ALSO RESTRICTIVE COVENANTS CONTAINED IN THE DEED FROM WALTER STOKES AND WIFE TO T. C. WOOLLARD AND WIFE, OF RECORD IN BOOK 1079, PAGE 615, R.O.D.C. TENNESSEE, ALSO SUBJECT TO RESERVATION FOR AN EASEMENT ALONG THE REAR TEN FEET OF THE PREMISES FOR PUBLIC UTILITIES.

THE GRANTORS HEREIN, IN ADDITION TOC ONVEYING SAID PROPERTY, DO HEREBY TRANSFER THE ESCROW ACCOUNT FOR THE PAYMENT OF TAXES AND INSURANCE TO THE GRANTEES HEREIN, SAID ESCROW ACCOUNT BEING IN THE HANDS OF FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE, IN CONNECTION WITH SAID DEED OF TRUST TO LOUIS R. LINX, TRUSTEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said A. G. PENUEL AND WIFE, MARGARET B. PENUEL, 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 SHOWN AND TAXES FOR 1940 WHICH HAVE BEEN PRO-RATED AND ASSUMED BY THE GRANTEES. WE further covenant and bind OURSELVES, OUR A. G. PENUEL AND WIFE, MARGARET B. PENUEL, THEIR heirs and representatives, to warrant and forever defend the title to said real estate to said 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 A. G. PENUEL AND WIFE, MARGARET B. PENUEL do hereby transfer and convey unto A. J. LINX, , 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.