WE , the said T.J.BURKE AND WINNIFRED DOERR BURKE, HIS WIFE, , 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 $ 3,700.00 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 T.J.BURKE AND WINNIFRED DOERR BURKE, , 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, OR IF 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 (NOV 1 1940) 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 T.J.BURKE, 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.C.WILKERSON, 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.C.SCHUTT AND AGNES SCOGGINS SCHUTT

and T.J.BURKE AND WINNIFRED DOERR BURKE, HAVE , hereunto set our hands

at NASHVILLE, , Tennessee, this the 25th day of SEPT. ,19 40.

J.C.SCHUTT

AGNES SCOGGINS SCHUTT

T.J.BURKE

WINNIFRED DOERR BURKE

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 T.J.BURKE AND WIFE, WINNIFRED DOERR BURKE AND J.C.SCHUTT AND WIFE, AGNES SCOGGINS SCHUTT, 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 X having appeared before me privately and apart from husband , the said X , 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, DAVIDSON COUNTY, Tennessee, this 25 day of SEPTEMBER 1940 .

My commission expires JULY 7, 1942.

(Seal) E.W.SMITH,
Notary Public.

U.S.R.S. $4.95

RECD SEPT. 26, 1940 AT 2:29 P M
MM

SMITH MARSHALL & DOUGLASS CO. NASHVILLE

INSTALLMENT DEED

Book No. 1169 ($2,250.00)

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND TWO HUNDRED FIFTY & 00/100 / DOLLARS

of which ONE HUNDRED & 00/100 ($100.00) DOLLARS has been paid in cash by WORD BROWN BENNETT AND WIFE, CORA B. SANFORD BENNETT, the receipt of which is hereby acknowledged, and for A PART OF the remainder TWO THOUSAND ONE HUNDRED FIFTY & 00/100 ($2,150.00) DOLLARS

the said WORD BROWN BENNETT AND WIFE, CORA B. SANFORD BENNETT HAVE ASSUMED AND AGREE TO PAY THE LAST 64 NOTES ,OF A SERIES OF 84 NOTES TOTALLING $1350.00, DATED FEB 7, 1939, 63 FOR $16.00 EACH AND THE LAST FOR $22.00 BUT INTEREST AT 6% PER ANNUM WAS COMPUTED AND ADDED INTO THE FACT OF THE NOTES, THE FIRST NOTE BEING ASSUMED IS FOR $21.15 AND DUE NOVEMBER 1,1940, AND EACH SUCCEEDING NOTE DECREASES 8¢;SAID NOTES BEING SECURED BY A VENDOR'S LIEN RETAINED IN THE DEED FROM SUSIE B. GANN AND HUSBAND TO MRS. ELLEN PERRY, OF RECORD IN BOOK 1102 PAGE 193, R.O.D.C.,TENN.,; AND FOR THE BALANCE OF ONE THOUSAND ONE HUNDRED TWENTY & 00/100 ($1,120.00)DOLLARS THE SAID WORD BROWN BENNETT AND WIFE, CORA B. SANFORD BENNETT HAVE EXECUTED THEIR INSTALLMENT PROMISSORY NOTE, BEARING EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF MRS. ELLEN PERRY IN MONTHLY INSTALMENTS AS FOLLOWS; BEGINNING ON THE 1ST DAY OF NOV.,1940 THE SUM OF $8.85,$3.25 OF WHICH IS TO BE APPLIED TO PRINCIPAL AND $5.60 TO INTEREST, AND EACH SUCCEEDING INSTALLMENT INCREASES 8¢ PER MONTH, THE SECOND INSTALLMENT BEING $8.93; MAKING A TOTAL PAYMENT TO BE PAID EACH MONTH, INCLUDING A NOTE OF THE 1ST SERIES ABOVE MENTIONED & AN INSTALMENT ON THE LAST MENTIONED NOTE, OF $30.00. AFTER THE MATURITY OF THE 84TH NOTE SECURED BY THE LIEN IN BK/1102, PG.193 GRANTEES AGREE TO PAY $30.00, INCLUDING INTEREST & PRINCIPAL, PER MONTH UNTIL THE TOTAL AMT. OF THE PRINCIPAL NOTE HEREIN EXECUTED IS PAID IN FULL,

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

I, MRS. ELLEN PERRY, A WIDOW

have this day bargained and sold, and do hereby transfer and convey, unto the said WORD BROWN BENNETT AND WIFE, CORA B.SANFORD BENNETT,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING LOT NO.26 ON THE PLAN OF PLEASANT VIEW SUBDIVISION OF MRS. MCCOMBS' PROPERTY ON NOLENSVILLE ROAD AS OF RECORD IN BOOK 421, PAGE 134,REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.26 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF MCCOMBS STREET AND RUNS BACK BETWEEN PARALLEL LINES 174 FEET TO AN ALLEY.
BEING THE SAME PROPERTY CONVEYED TO MRS. ELLEN PERRY BY DEED FROM SUSIE B. GANN AND HUSBAND, OF RECORD IN BOOK 1102 PAGE 193, SAID REGISTER'S OFFICE.
AND IN ADDITION TO THE COVENANTS AND AGREEMENTS HEREINAFTER EXPRESS,THE GRANTEES FURTHER COVENANT AND AGREE THAT IN CASE OF DEFAULT OF THE TERMS, CONDITIONS AOR PAYMENTS PROVIDED IN A VENDOR'S LIEN RETAINED IN DEED OF RECORD IN BOOK 1102, PAGE 193, REGISTER'S OFFICE, HEREINABOVE MENTIONED,THEN THE HOLDER OF THE INDEBTEDNESS HEREINBEFORE DESCRIBED AND SECURED MAY AT HER OPTION,AND WITHOUT NOTICE, ADVANCE SUCH SUM OR SUMS AS MAY BE DUE UNDER THE TERMS OF SAID FIRST VENDOR'S LIEN FOR INTEREST, TAXES PENALTIES, COSTS, INSURANCE PREMIUM OR WHICH MAY BECOME NECESSARY FOR THE PROTECTION OF THE DEBT, AND THIS VENDOR'S LIEN SHALL STAND AS SECURITY THEREFOR, AND ANY AMOUNT SO ADVANCED OR PAID THEREFOR SHALL BE COLLECTIBLE FROM THE GRANTEE WITH INTEREST AT 6% PER ANNUM,ON THE SAME MANNER AS THE BALANCE OF THE DEBT HEREBY SECURED,AND IN CASE OF DEFAULT IN ANY OF THE TERMS, CONDITIONS OR PAYMENTS PROVIDED IN SAID FIRST VENDOR'S LIEN, THEN THE HOLDER OF THE INDEBTEDNESS HEREINBEFORE DESCRIBED MAY AT HER OPTION AND WITHOUT NOTICE DECLARE THE ENTIRE DEBT IMMEDIATELY DUE AND PAYABLE AND THIS LIEN MAY BE FORECLOSED AS HEREINAFTER PROVIDED.
THE PROPERTY HEREIN IS CONVEYED SUBJECT TO RESTRICTIVE COVENANTS OF RECORD IN BOOK 621, PAGE 630, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WORD BROWN BENNETT AND WIFE, CORA B. SANFORD BENNETT,THEIR heirs and assigns, forever, I 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 claims of all persons. WORD BROWN BENNETT AND WIFE, CORA B.SANFORD BENNETT, heirs and assigns, against the lawful THEIR

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 WORD BROWN BENNETT AND WIFE, CORA B.SANFORD

do hereby transfer and convey unto LEE S. MARTIN, JR , 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.