WE, the said JOHN W. BERRY AND WIFE LESA BERRY , 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 $ 1000.00 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 JOHN W. BERRY AND WIFE LESA BERRY , 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 JOHN W. BERRY AND WIFE LESA BERRY THEIR, 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 -------- 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 JEFFERSON REALTY COMPANY

and JOHN W. BERRY AND WIFE LESA BERRY , hereunto set our hands

at NASHVILLE , Tennessee, this the 5TH day of DECEMBER , 19 38.

JEFFERSON REALTY COMPANY
BY DEMENT COOPER, PRESIDENT

ATTEST
H.F.TODD,
SECRETARY

JOHN W. BERRY
MRS. LESA BERRY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, DOROTHY A. SWAIN , a Notary Public in and for said County and State, the within named JOHN W. BERRY AND WIFE LESA BERRY

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 5TH day of DECEMBER 19 38 .

My commission expires APRIL 8, 1942.

(Seal) DOROTHY A. SWAIN
Notary Public.

STATE OF TENNESSEE.
COUNTY OF DAVIDSON

BEFORE ME DOROTHY A SWAIN A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY PERSONALLY APPEARED DEMENT COOPER AND H.F. TODD, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE PRESIDENT AND SECRETARY RESPECTIVELY OF THE JEFFERSON REALTY COMPANY THE WITHIN NAMED BARGAINOR A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND SECRETARY BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THERE IN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY SAID DEMENT COOPER, AS PRESIDENT AND ATTESTING SAME BY H.F. TODD, AS SECRETARY. WITNESS MY HAND AND SEAL AT OFFICE IN NASHVILLE TENNESSEE THIS 5TH DAY OF DECEMBER 1938.

(SEAL) DOROTHY A. SWAIN,
NOTARY PUBLIC

MY COMMISSION EXPIRES APRIL 8, 1942.

U.S.R.S $1.50

RECEIVED OCT. 18TH, 1940 AT 1;10 P.M.

NUMBER 47579 RECORDED OCT. 19. 1940. MRS. GERTRUDE MURPHEY TO C. C.FERRELL, ET UX.

INSTALLMENT DEED

Book No. 1169

FOR AND IN CONSIDERATION of the sum of EIGHT HUNDRED AND 00/100 DOLLARS

of which SEVENTY AND 00/100 DOLLARS has been paid in cash by C. C. FERRELL AND WIFE LOSSIE FERRELL , the receipt of which is hereby acknowledged, and for the remainder SEVEN HUNDRED THIRTY AND 00/100 DOLLARS

the said C. C. FERRELL AND WIFE LOSSIE FERRELL HAVE EXECUTED THEIR JOINT PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF MRS. GERTRUDE MURPHEY. SAID NOTE IS PAYABLE IN 73 MONTHLY INSTALLMENTS, THE FIRST BEING FOR $21.80 DUE DECEMBER 1ST, 1940 AND 72 INSTALLMENTS OF $11.80. NONE OF SAID INSTALLMENTS ARE TO BEAR INTEREST UNTIL AFTER MATURITY AS THE INTEREST HAS BEEN COMPUTED, PRORATED AND ADDED TO THE FACE OF EACH INSTALLMENTS, MAKING ALL PAYMENTS $11.80 EXCEPT THE FIRST WHICH IS FOR $21.80,

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

I, MRS. GERTRUDE MURPHEY, A WIDOW,

have this day bargained and sold, and do hereby transfer and convey, unto the said C. C. FERRELL AND WIFE LOSSIE FERRELL, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING LOT NO. 6 ON THE MAP OF M. T. PENDERGRASS' SUBDIVISION OF LOTS NOS. 175 AND 176, IN WEST GROVE PLAN, OF RECORD IN BOOK 547, PAGE 185, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO. 6 FRONTS 53 FEET ON THE WESTERLY SIDE OF PENDERGRASS AVENUE AND RUNS BACK BETWEEN LINES 100 FEET ON THE NORTHERLY LINE AND 101 FEET ON THE SOUTHERLY LINE ALONG THE NORTHERLY MARGIN OF A 16-FOOT ALLEY TO THE EASTERLY LINE OF LOT NO. 5 ON WHICH IS MEASURES 77 FEET.

BEING THE SAME PROPERTY CONVEYED TO MRS. GERTRUDE MURPHEY BY DEED FROM D. P. WRENNE, JR., TRUSTEE, OF RECORD IN BOOK 1108, PAGE 445, SAID REGISTER'S OFFICE.

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 discharge of the ~~lien to secure~~ the same in full. This 29 day of Oct 1946.

Attest: J. P. Wilson DEPUTY REGISTER

WRENNE MORTGAGE & REALTY CO.
by D P Wrenne Pres.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said C. C. FERRELL AND WIFE LOSSIE FERRELL, 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 C. C. FERRELL AND WIFE LOSSIE FERRELL, 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 C. C. FERRELL AND WIFE LOSSIE FERRELL, do hereby transfer and convey unto D. P. WRENNE, 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.