WE , the said WILLIE POTTER BING AND HUSBAND, L. O. BING , 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 VANULE 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 herein, the same to bear interest from the date of such payment.

Now, if WE , the said WILLIE POTTER BING AND HUSBAND, L. O. BING , 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 WILLIE POTTER BING AND HUSBAND, L. O. BING 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 PAUL W. SCHIEL 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 EDWARD E. SCHIEL AND WIFE, HAZEL SCHIEL

and WILLIE POTTER BING AND HUSBAND, L. O. BING , hereunto set our hands at NASHVILLE , Tennessee, this the 19TH day of FEBRUARY , 19 41.

HAZEL SCHIEL
EDWARD E. SCHIEL
WILLIE POTTER BING
L. O. BING

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E. B. WALTON , a Notary Public in and for said County and State, the within named EDWARD E. SCHIEL AND WIFE, HAZEL SCHIEL

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 , 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 - day of FEBRUARY 19 41

My commission expires APRIL 8, 1941 (Seal) E. B. WALTON Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JACK OAKLEY , a Notary Public in and for said County and State, the within named WILLIE POTTER BING AND HUSBAND L. O. BING

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 , 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 20 day of FEBRUARY 19 41

My commission expires 5-17-42 (Seal) Jack Oakley Notary Public.

U.S.R.S. $1.10
REC'D FEB 20, 1941 AT 10:01 A.M.

53345 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1172

FOR AND IN CONSIDERATION of the sum of $2,000.00 TWO THOUSAND AND NO/100 - - - - - DOLLARS

of which TWO HUNDRED ($200.00) AND NO/100 - - - - - - - DOLLARS has been paid in cash by G. E. BURNS AND WIFE ALLEEN MCKENZIE BURNS , the receipt of which is hereby acknowledged, and for the remainder $1800.00 EIGHTEEN HUNDRED AND NO/100 - - - - - - - DOLLARS the said G. E. BURNS AND WIFE ALLEEN MCKENZIE BURNS HAVE EXECUTED THEIR 90 NOTES OF WHICH THEY

BEAR DATE OF REBRUARY 19TH 1941 OF WHICH NOTES THE FIRST 89 NOTES ARE EACH IN THE SUM OF TWENTY FIVE ($25.00) DOLLARS, WITHOUT INTEREST FOR THE INTEREST ON THE PRINCIPAL SUM OF THE SAID EIGHTEEN HUNDRED DOLLARS HAVE BEEN CALCULATED AND NOTES OF THE WITHIN NUMBER HEREINABOVE MENTIONED ARE FOR THE SAID INTEREST AND THE LAST OR 90TH NOTE BEING FOR $10.72 NON OF SAID NOTES BEAR INTEREST IF PAID AT THEIR MATURITY, BUT ANY AND ALL OF SAID NOTES BEAR INTEREST AFTER MATURITY, BUT IF ANY NOTES OR SUM OF MONEY IS PAID OFF BEFORE MATURITY THE LEGAL RATE OF INTEREST WILL BE ALLOWED TO BE DEDUCTED FOR THE TIME IN ADVANCE OF MATURITY IT IS PAID, THE FIRST OF SAID NOTES ARE DUE AND PAYABLE ON OR BEFORE MARCH 19TH 1941, AND ONE OTHER NOTE DUE AND PAYABLE ON OR BEFORE THE 19TH DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL MATURE, ALL OF WHICH NOTES DUE AND PAYABLE TO MRS. MATTIE SEIGNTHALER, OR ORDER.

J. P. Wilson Jan Mattie Seigenthaler

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. MATTIE SEIGNTHALER, UNMARRIED have this day bargained and sold, and do hereby transfer and convey, unto the said G. E. BURNS AND WIFE ALLEEN MCKENZIE BURNS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING LOTS NOS. 805 AND 807 OF BLOCK NO. 137 ON PLAN NO 1. WEST NASHVILLE, AS OF RECORD IN BOOK 57, PAGES 74 AND 75 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE.

SAID LOTS NOS. 805 AND 807 ADJOIN AND TOGETHER FRONT FIFTY (50) FEET ON THE NORTHERLY SIDE OF MICHIGAN AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY AND THIS IS THE SAME PROPERTY CONVEYED BY DEED OF RECORD IN BOOK NO. 1129, PAGE 215 OF THE REGISTER'S OFFI E FOR DAVIDSON COUNTY, TENNESSEE.

NOTE: THE PURCHASERS HEREBY ASSUME THE PAYMENT OF 1941 TAXES.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said G. E. BURNS AND WIFE ALLEEN MCKENZIE BURNS, 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 G. E. BURNS AND WIFE ALLEEN MCKENZIE BURNS, 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 G. E. BURNS AND WIFE ALLEEN MCKENZIE BURNS do hereby transfer and convey unto PAUL F JONES , 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.