I, the said LUCILLE DISMUKES, 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 herein, the same to bear interest from the date of such payment.

Now, if I, the said LUCILLE DISMUKES, 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, 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 LUCILLE DISMUKES, HER 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.

W. W. ELLIS,

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 W. W. MILES AND WIFE, EMMA MILES, AND SUSIE S. KIRKPATRICK,

and , hereunto set our hands at , Tennessee, this the 8TH day of APRIL, , 1941.

W. W. MILES

SUSIE S. KIRKPATRICK

EMMA MILES

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, T. C. PATTEN, , a Notary Public in and for said County and State, the within named ,

the bargainor , with whom I am personally acquainted, and who acknowledged that 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 1 day of MAY, 1941.

My commission expires MAY 11/41

(Seal) T. C. PATTEN

Notary Public.

ST. LOUIS, CITY OF ST. LOUIS

STATE OF ~~TENNESSEE~~ DAVIDSON COUNTY.

Personally appeared before me, WALTER C. BORGSTEDE, a Notary Public in and for said County and State, the within named W. W. KIRKPATRICK AND WIFE, SUSIE S. KIRKPATRICK,

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

having appeared before me privately and apart from X 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~~ ST. LOUIS, MO. this 8TH day of APRIL, 1941

My commission expires NOVEMBER 3, 1941.

(Seal) WALTER C. BORGSTEDE

Notary Public.

U.S.R.S. #0.55

RECEIVED AUG. 13, 1941, AT 10:45 A.M.

INSTALLMENT DEED

Book No. 1172

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND NINE HUNDRED & NO/100 $1,900.00) DOLLARS

of which TWO HUNDRED & NO/100 ($200.00) DOLLARS has been paid in cash by ARTHUR NAFE AND WIFE, PEARL NAFE, the receipt of which is hereby acknowledged, and for the remainder ONE THOUSAND SEVEN HUNDRED & NO/100 ($1,700.00) DOLLARS

the said ARTHUR NAFE AND WIFE, PEARL NAFE, HEREBY ASSUME AND AGREE TO PAY WHEN DUE A BALANCE OF ONE THOUSAND THREE HUNDRED FIFTY-ONE DOLLARS & TWO CENTS ($1,351.02) ON A NOTE OF ONE THOUSAND FOUR HUNDRED FORTY & NO/100 DOLLARS ($1,440.00) EXECUTED BY W.W. MILES AND WIFE TO THE NASHVILLE BUILDING & LOAN ASSOCIATION SECURED BY A DEED OF TRUST OF RECORD IN BOOK 1191, PAGE 349, R.O.D.C. TENNESSEE, SAID NOTE IS DATED AUGUST 5TH, 1941, PAYABLE AT THE RATE OF SIX TEEN & NO/100 DOLLARS ($16.00) PER MONTH MONTHLY, SAID PAYMENTS TO BE APPLIED FIRST TO INTEREST AT THE RATE OF 6% PER ANNUM AND THE BALANCE TO PRINCIPAL; AND FOR THE PAYMENT OF THE BALANCE OF THE ABOVE MENTIONED REMAINING ONE THOUSAND SEVEN HUNDRED & NO/100 DOLLARS ($1,700.00), NAMELY THREE HUNDRED FORTY-EIGHT DOLLARS & NINETY-EIGHT CENTS ($348.98) THE SAID ARTHUR NAFE AND WIFE, PEARL NAFE, HAVE EXECUTED THEIR THIRTY-FIVE (35) PROMISSORY NOTES, THIRTY-FOUR (34) OF WHICH ARE FOR TEN DOLLARS ($10.00) EACH AND ONE NOTE, BEING THE LAST OF THE THIRTY-FIVE NOTES, FOR EIGHT DOLLARS & NINETY-EIGHT CENTS ($8.98), ALL OF EVEN DATE HEREWITH, FIRST OF SAID NOTES IS DUE ON OR BEFORE SEPTEMBER 1ST, 1941 AND THE REMAINING NOTES DUE CONSECUTIVELY THEREAFTER ON OR BEFORE THE FIRST DAY OF EACH SUCCEEDING MONTH UNTIL ALL ARE PAID,

PAYABLE MONTHLY

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, W.W. MILES AND WIFE EMMA MILES

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

BEING LOTS NOS. 220, 221 AND 222 ON THE MAP OF GRANDVIEW HEIGHTS, PLAN NO. 1, AS OF RECORD IN BOOK 161, PAGES 14 AND 15 OF THE REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOTS NOS. 220, 221 AND 222 ADJOIN AND FRONT TOGETHER 150 FEET ON THE WESTERLY SIDE OF CRUZEN STREET AND RUN BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO W.W. MILES AND WIFE, ERMA MILES, BY DEED FROM NASHVILLE BUILDING & LOAN ASSOCIATION, OF RECORD IN BOOK 1191, PAGE 349 SAID REGISTER'S OFFICE.

TAXES FOR THE YEAR 1941 HAVE BEEN ADJUSTED AND PRORATED BETWEEN BUYER AND SELLER AND ARE HEREBY ASSUMED AND WILL BE PAID WHEN DUE BY THE BUYER,

35 Notes of $10 & 1 note of $8.98 each

W. W. Miles

Erma Miles

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ARTHUR NAFE AND WIFE, PEARL NAFE, 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ARTHUR NAFE AND WIFE, PEARL NAFE, 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 ARTHUR NAFE AND WIFE, PEARL NAFE

do hereby transfer and convey unto W.M. WHITE, 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.