WE , the said ODELL PERRY AND WIFE, ELIZABETH PERRY , 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 $ AVAILABLE 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 ODELL PERRY AND WIFE, ELIZABETH PERRY , 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 ODELL PERRY AND WIFE, ELIZABETH PERRY 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.A. WILSDORF 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 EDWIN SEARS AND WIFE, LUCILE SEARS

and ODELL PERRY AND WIFE, ELIZABETH PERRY , hereunto set our hands at NASHVILLE , Tennessee, this the 22 day of NOV , 19 41.

PEGRAM ,TENNESSEE.

EDWIN SEARS
MRS. LUCILE SEARS
ODELL PERRY
ELIZABETH PERRY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, D.R. MYERS , a Notary Public in and for said County and State, the within named ODELL PERRY AND WIFE, ELIZABETH PERRY

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 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, Tennessee, this 22ND day of NOVEMBER 1941.

My commission expires APRIL 26 1945

(Seal) D.R. MYERS
Notary Public.

CHEATHAM

STATE OF TENNESSEE. ~~DAVIDSON~~ COUNTY.

Personally appeared before me. CLARENCE GREER , a Notary Public in and for said County and State, the within named EDWIN SEARS AND WIFE MRS. LUCILE SEARS

the bargainor S , with whom I am personally acquainted, and who acknowledged that -- executed the within instrument for the purposes therein contained.

And X , 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 X freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed. PEGRAM, TENN

Witness my hand and official seal at Nashville, Tennessee, this 24 day of NOVEMBER 19 41.

My commission expires OCT 10 1945

(Seal) CLARENCE GREER
Notary Public.

U.S.R.S. $1.60

REC'D DEC 3, 1941 AT 1:00 P.M.

EDGE MARSHALL & BRIDGE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1172

FOR AND IN CONSIDERATION of the sum of ($2,200.00) TWENTY TWO HUNDRED AND NO/100 DOLLARS

of which ($300.00) THREE HUNDRED AND NO/100 DOLLARS has been paid in cash by HERSCHEL KATZMAN AND WIFE, LOUISE B. KATZMAN, the receipt of which is hereby acknowledged, and for the remainder ($1,900.00) NINETEEN HUNDRED AND NO/100 DOLLARS the said HERSCHEL KATZMAN AND WIFE, LOUISE B. KATZMAN

HAVE EXECUTED FIVE PRINCIPAL PROMISSORY NOTES OF EVEN DATE HEREWITH, THE FIRST NOTE IN THE AMOUNT OF FIVE HUNDRED AND NO/100 DOLLARS ($500.00), DUE ON OR BEFORE JANUARY 25, 1942, AND THE NEXT FOUR NOTES IN THE AMOUNT OF THREE HUNDRED FIFTY AND NO/100 DOLLARS ($350.00) EACH, DUE ON OR BEFORE JULY 25, 1942, JANUARY 25, 1943, JULY 25, 1943 AND JANUARY 25, 1944, RESPECTIVELY, SAID NOTES BEARING INTEREST FROM DATE AT 5% PER ANNUM, AND PAYABLE TO THE ORDER OF R. D. STANFORD AND W. H. CRISWELL.

IT IS HEREBY AGREED AND MADE A PART OF THIS CONTRACT THAT THE SUM OF ONE HUNDRED AND NO/100 DOLLARS ($100.00) OR ANY MULTIPLE THEREOF MAY BE PAID ON THE WITHIN DESCRIBED PRINCIPAL NOTES ON OR BEFORE ANY DATE, WITH INTEREST PAYMENTS TO BE REGULATED ACCORDINGLY.

~~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, R. D. STANFORD AND W. H. CRISWELL

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

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING PART OF LOT NO. 27 ON THE REVISED PLAN OF STANFORD AND CRISWELL'S SUBDIVISION OF WESTWOOD, AS OF RECORD IN BOOK 974, PAGE 14, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF HILLSBORO ROAD AND STANFORD DRIVE; THENCE WITH THE EASTERLY MARGIN OF SAID ROAD, NORTHWARDLY 275 FEET TO THE CORNER OF LOTS NOS. 27 AND 51; THENCE WITH THE LINE BETWEEN SAID TWO LOTS, EASTWARDLY 454 FEET TO THE WESTERLY LINE OF THE STOKES PROPERTY; THENCE WITH STOKES' WESTERLY LINE, SOUTH 23° 45' WEST 50 FEET TO HIS SOUTHWEST CORNER; THENCE WITH HIS SOUTHERLY LINE, SOUTH 71° 45' EAST 190 FEET TO THE WESTERLY LINE OF LOT NO. 28; THENCE WITH THE LINE BETWEEN SAID TWO LOTS, SOUTHWARDLY 375 FEET TO THE NORTHERLY MARGIN OF STANFORD DRIVE; THENCE WITH SAID DRIVE, WESTWARDLY 527 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO R. D. STANFORD AND W. H. CRISWELL BY DEED FROM R. D. STANFORD, JR., TRUSTEE, OF RECORD IN BOOK 1149, PAGE 293, SAID REGISTER'S OFFICE.

THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO AN EASEMENT FOR A WATER MAIN AS SET OUT IN BOOK 1027, PAGE 514, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE ABOVE DESCRIBED PROPERTY IS ALSO SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN AN INSTRUMENT EXECUTED BY R. D. STANFORD, ET AL. AND RECORDED IN BOOK 1027, PAGE 78, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

GRANTEES ARE GIVEN THE RIGHT TO MAKE TWO WATER CONNECTIONS IN THE MAIN ON STANFORD DRIVE SUBJECT TO THE PUMPING FEES AS CHARGED BY THE 7TH DISTRICT UTILITIES, OR THE NASHVILLE SUBURBAN UTILITY DISTRICT.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HERSCHEL KATZMAN AND WIFE, LOUISE B KATZMAN, 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 HERSCHEL KATZMAN AND WIFE, LOUISE B. KATZMAN, 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 HERSCHEL KATZMAN AND WIFE, LOUISE B. KATZMAN,

do hereby transfer and convey unto R. D. STANFORD, 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.