I , the said KATE BENEKE , do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire AND WIND-STORM insurance company or companies for at least the sum of $ SATISFACTORY TO SAID COMPANY 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~~ COMPANY 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 therein, the same to bear interest from the date of such payment.

Now, if I , the said KATE BENEKE , 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 KATE BENEKE, HER representatives or assigns.

IT IS AGREED THAT IF SAID PROPERTY IS SOLD UNDER THIS INSTRUMENT WE OR ANY PERSON HOLDING UNDER US, SHALL AT ONCE BECOME ~~AND~~ BE THE TENANT OR TENANTS AT WILL OF THE PURCHASER HEREUNDER, AND SHALL BE REMOVED BY WRIT OF UNLAWFUL DETAINER AT ANY TIME AFTER DEMAND FOR POSSESSION IS MADE.

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 LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE and KATE BENEKE , hereunto set our hands at NASHVILLE, , Tennessee, this the 27TH day of NOV. , 19 40 .

(SEAL) LIFE & CASUALTY INSURANCE COMPANY OF TENN.
BY
ATTEST: E.R.DERRYBERRY, SECRETARY. C.M.HERRON, VICE PRESIDENT.

MRS.KATE BENEKE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARY MCINTYRE, , a Notary Public in and for said County and State, the within named KATE BENEKE (A WIDOW) the bargainor , with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

And X X X X X X , of the said having appeared before me privately and apart from X 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, this 5 day of DECEMBER, 19 40 .

My commission expires 1-6-41

(Seal) MARY MCINTYRE, Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BEFORE ME, MRS.ELIZABETH GENTRY, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED C.M.HERRON AND E.R.DERRYBERRY WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ON OATH ACKNOWLEDGED THEMSELVES TO BE THE VICE PRESIDENT AND SECRETARY OF THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, INCORPORATED, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH VICE PRESIDENT AND SECRETARY BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY C.M.HERRON AS VICE PRESIDENT, AND ATTESTING THE SAME BY E.R.DERRYBERRY AS SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE, IN NASHVILLE,TENNESSEE, THE10TH DAY OF DECEMBER, 1940.

(SEAL) MRS.ELIZABETH GENTRY, NOTARY PUBLIC.
MY COM.EX.JULY 8, 1941.

U.S.R.S. $4.95.
RECD DEC. 10, 1940 AT 2:30 P M
MM

NUMBER 50628 RECORDED DECEMBER 11TH,1940 HUMBRECHT LANGLOIS & JOHNSON TO TRUSTEES OF LITTLE ZION PRIM PRIMITIVE BAPTIST CHURCH.

INSTALLMENT DEED

Book No. 1179

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND AND NINETY FIVE ($1095.00) DOLLARS of which THIRTY FIVE ($35.00) DOLLARS has been paid in cash by GRANTEES HEREIN NAMED BALANCE OF $1060.00 THE GRANTEES HEREINNAMED , the receipt of which is hereby acknowledged, and for the ~~remainder~~ ~~DOLLARS~~ the ~~said~~ HAVE EXECUTED THEIR 53 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OR HUMBRECHT, LANGLOIS & JOHNSON COMPANY THE FIRST NOTE PAYABLE ON OR BEFORE NOVEMBER 15TH AFTER DATE, AND ONE NOTE PAYABLE ON OR BEFORE THE 15TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID, EACH NOTE BEING FOR AN AMOUNT EQUAL TO $20.00 PLUS INTEREST ON THE UNPAID BALANCE FOR ONE MONTH FIGURED AT THE RATE OF 6% PER ANNUM MAKING THE FIRST NOTE $25.30 AND E EACH SUCCEEDING NOTE FOR AN AMOUNT TEN CENTS LESS THAN THE PRECEDING NOTE, THE LAST 53RD NOTE BEING FOR $20.10 AND ALL OF SAID NOTES PROVIDING FOR INTEREST FROM MATURITY AT 6% PER ANNUM AND PROVIDING FOR ATTORNEY'S FEES AND TO SECURE THE PAYMENT OF SAID NOTES INTEREST AND ATTORNEYS' FEES A LIEN IS HEREBY RETAINED ON THE LAND HEREIN CONVEYED ,HUMBRECHT LANGLOIS & JOHNSON COMPANY A CORPORATION ORGANIZED UNDER THE LAWS OF TENNESSEE HAS THIS DAY BARGAINED AND SOLD AND DOES HEREBY TRANSFER AND CONVEY UNTO JACK ODUM, ROBERT VAUGHTER , JAMES KEITH, JOE ELDER AND ERNEST FLOYD ,TRUSTEES OF LITTLE ZION PRIMITIVE BAPTIST CHURCH, THEIR SUCCESSORS IN TRUST AND ASSIGNS, CERTAIN REAL ESTATE LOCATED IN NASHVILLE DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS;

BEING PART OF LOT NO.12 ON THE PLAN OF THE HARDING LYTLE TRACT AS OF RECORD IN BOOK 21 PAGE 102, REGISTER'S OFFICE OF DAVIDSON COUNTY, DESCRIBED AS FOLLOWS;

BEGINNING ON THE SOUTHERLY MARGIN OF MORENA STREET, 335, FEET MORE OR LESS, WESTERLY FROM THE WESTERLY MARGIN OF 18TH AVENUE, NORTH, FORMERLY SALEM STREET, BEING THOMPSON'S NORTHWEST CORNER; THENCE WITH THE SOUTHERLY MARGIN OF SAID STREET, WESTERLY 50 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT NO.1 ON THE PLAN OF SEAY'S SUBDIVISION OF PART OF SAID LOT NO.12, AS OF RECORD IN BOOK 151, PAGE 69, SAID REGISTER'S OFFICE ~~AS OF RECORD IN BOOK 151, PAGE 69~~, SAID REGISTER'S OFFICE THENCE SOUTHERLY 140 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE BENNETT PROPERTY; THENCE WITH SAID LINE EASTERLY 50 FEET, MORE OR LESS TO SAID THOMPSON'S SOUTHWEST CORNER ; THENCE WITH HIS WEST LINE NORTHERLY 140 FEET, MORE OR LESS, TO THE BEGINNING; BEING THE SAME PROPERTY CONVEYED TO HUMBRECHT LANGLOIS & JOHNSON COMPANY BY DEED OF ROBERT LUCK, TRUSTEE, DATED SEPTEMBER 22, 1937, AND RECORDED IN BOOK 1038, PAGE 446, REGISTER'S OFFICE OF DAVIDSON COUNTY TENNESSEE.

~~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.~~

~~have this day bargained and sold, and do hereby transfer and convey, unto the said~~ TO HAVE AND TO HOLD SAID PROPERTY WITH THE APPURTENANCES ESTATE TITLE AND INTEREST THEREUNTO BELONGING TO THE SAID JACK ODUM, ROBERT VAUGHTER, ~~JAMES KEITH, JOE ELDER AND ERNEST FLOYD, Trustees of Little Zion Primitive Baptist Church, their successors and assigns, certain real estate in Davidson County, Tennessee, as follows:~~ JAMES KEITH, JOE ELDER AND ERNEST FLOYD TRUSTEES, OF LITTLE ZION PRIMITIVE BAPTIST CHURCH THEIR SUCCESSORS, IN TRUST AND ASSIGNS, FOREVER.

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 ... day of ..., 1941
Attest: ... Register

~~TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said~~ heirs and assigns, forever, HUMBRECHT LANGLOIS, & JOHNSON COMPANY covenant that IT IS lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. EXCEPT FOR CITY TAXES FOR THE YEAR 1933, WHICH ARE ASSUMED BY THE GRANTEES. AND IT further covenant and binds ITSELF, ITS SUCCESSORS, PROPERTY heirs and representatives, to warrant and forever defend the title to said real estate to said JACK ODUM, ROBERT VAUGHTER, JAMES KEITH, JOE ELDER AND ERNEST FLOYD heirs and assigns, against the lawful TRUSTEES OF LITTLE ZION PRIMITIVE BAPTIST CHURCH AND THEIR SUCCESSORS IN TRUST claims of all persons WHOMSOEVER.

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 JACK ODUM, ROBERT VAUGHTER, JAMES KEITH, JOE ELDER AND ERNEST FLOYD, TRUSTEES OF LITTLE ZION PRIMITIVE BAPTIST CHURCH IN TRUST do hereby transfer and convey unto A.B. RANSOM TRUS , 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.