WE, , the said LUTHER J.BENNETT AND WIFE CLARICE BENNETT , 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.

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 LUTHER J.BENNETT AND WIFE CLARICE BENNETT, , 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 LUTHER J.BENNETT AND WIFE CLARICE BENNETT, 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 RUFUS GANN. 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 COMMERCE UNION BANK, AND CHARLES F. LOVELL, AS EXECUTORS OF EST. OF GEORGE T. FINEGAN , hereunto set our hands and LUTHER J.BENNETT, AND WIFE CLARICE BENNETT,

at NASHVILLE , Tennessee, this the 15TH day of FEBRUARY , 19 41 .

(SEAL) COMMERCE UNION BANK, Executor OF GEORGE T.FINEGAN DECEASED

ATTEST:
C.D.RIPPY
ASSISTANT TRUST OFFICER

J.H.TIDMAN, TRUST OFFICE

CHARLES F. LOVELL,

CHARLES F. LOVELL, EXECUTORS GEORGE T. FINEGAN

LUTHER J.BENNETT,
CLARICE BENNETT.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, REYA B.REYNOLDS, a Notary Public in and for said County and State, the within named CHARLES F.LOVELL, EXECUTORS OF THE ESTATE OF GEORGE T. FINEGAN DECEASED. EXECUTOR the bargainor , with whom I am personally acquainted, and who acknowledged that HE AS/ 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 15 day of FEBRUARY 19 41 .

My commission expires JAN. 5, 1944 RENA B.REYNOLDS,
(Seal)..... Notary Public.

STATE OF TENNESSEE. DAVIDSON COUNTY.
PERSONALLY APPEARED BEFORE ME RENA B.REYNOLDS ANOTARY PUBLIC IN AND FOR SAID COUNTY, AND STATE T E WITHIN NAMED LUTHER J.BENNETT, AND WIFE CLARICE BENNETT, THEIR BARGAINORS WITH WHOM IAM PERSONALLY ACQUAINTED AND WHO ACKNOWEEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE THIS 15TH DAY OF FEBRUARY 1941
(SEAL) RENA B.REYNOLDS,
MY COMMISSION EXPIRES JAN. 5, 1944. NOTARY PUBLIC
STATE OF TENNESSEE. COUNTY OF DAVIDSON ---- ON THIS 15TH DAY OF FEBRUARY 1941, BEFORE ME RENA B.REYNOLDS, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY APPEARED J.H.TIDMAN AND C.D. RIPPY TO ME PERSONALLY KNOWN WHO BEING BY ME DULY SWORN DID SAY THAT THEY ARE TRUST OFFICERS AND ASSISTANT TRUST OFFICER RESPECTIVELY OF THE COMMERCE UNION BANK A CORPORATION AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION AS EXECUTOR BY AUTHORITY OF ITS BOARD OF DIRECTORS AND THE SAID J.H.TIDMAN AND C. D.RIPPY ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREEACT AND DEED OF SAID CORPORATION
WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE IN NASHVILLE TENNESSEE ON THIS THE DAY AND DATE AFORESAID (SEAL) RENA B.REYNOLDS, NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 5,1944.
RECEIVED FEBRUARY 20TH, 1941 AT 2;52 P.M.

INSTALLMENT DEED

Book No. 1179

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED AND TWENTY FIVE & NO/100 ($225.00) DOLLARS of which THIRTY FIVE AND NO/100 - - - - - - - - DOLLARS has been paid in cash by GEORGE E. HALEY AND WIFE, FLORENCE CHRISTINE HALEY, the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED NINETY & NO/100 ($190.00)- - - - - - - - - - - - - DOLLARS the said GEORGE E. HALEY AND WIFE, FLORENCE CHRISTINE HALEY HAVE EXECUTED THEIR SEVEN NOTES IN THE PRINCIPAL SUM OF $25.00 EACH AND ONE NOTE IN THE PRINCIPAL SUM OF $15.00 OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF OURSELVES AND ENDORSED BY GEORGE E. HALEY AND FLORENCE CHRISTINE HALEY AND MATURING MONTHLY. THE FIRST OF SAID NOTES BEING DUE AND PAYABLE ONE MONTH AFTER DATEAND THE REMAINING NOTES MATURING ONE ON THE SAME DAY OF EACH SUCCEEDING MONTH.

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, CYNTHIA GRISSIM AND HUSBAND J. G. GRISSIM

have this day bargained and sold, and do hereby transfer and convey, unto the said GEORGE E. HALEY AND WIFE FLORENCE CHRISTINE HALEY, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING LOTS NOS. 38 AND 39 ON THE UNRECORDED MAP OF J. G. GRISSIM'S WHEELER AVENUE ADDITION, BEING A SUBDIVISION OF THE J. K. NEWSOM FARM IN THE SIXTH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED ACCORDING TO A COPY OF A SURVEY THEREOF MADE APRIL 1939 BY BLANCHARD AND PARRISH, SURVEYORS, AS FOLLOWS:

SAID LOTS NOS. 38 AND 39 FRONT 25 FEET EACH ON THE SOUTHERLY SIDE OF WHEELER AVENUE, AND RUN BACK BETWEEN LINES 212.8 FEET ON THE WEST LINE OF LOT NO. 38 AND 212 FEET ON THE EAST LINE OF LOT 39 TO THE NORTH LINE OF A 20 ACRE TRACT ON WHICH THEY MEASURE 25 FEET EACH.

BEING PART OF THE SAME PROPERTY CONVEYED TO MRS. CYNTHIA GRISSIM BY DEED FROM BROADWAY NATIONAL BANK, EXECUTOR, OF THE WILL OF MRS. MANERVA AMMUEL NEWSOM, DECEASED, OF RECORD IN BOOK 1086, PAGE 301, REGISTER'S OFFICE FOR SAID COUNTY.

THIS CONVEYANCE IS MADE SUBJECT TO THE RESTRICTIVE COVENANTS CONTAINED IN INSTRUMENT EXECUTED BY CYNTHIA GRISSIM DATED APRIL 26TH, 1939 AND RECORDED IN BOOK - - PAGE - - REGISTER'S OFFICE FOR SAID COUNTY.

INCLUDED IN THIS COMVEYANCE IS THE RIGHT TO TAP WATER LINE ON WHEELER AVENUE IN FRONT OF SAID LOTS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said heirs and assigns, forever, GEORGE E. HALEY AND WIFE FLORENCE CHRISTINE HALEY 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.

EXCEPT TAXES FOR THE YEAR 1941 WHICH GRANTEE AAUMES

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said GEORGE E. HALEY AND WIFE FLORENCE CHRISTINE HALEY, 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 GEORGE E. HALEY AND WIFE FLORENCE CHRISTINE HALEY do hereby transfer and convey unto N. H. CHITWOOD , 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.

I certify that I am the true and lawful holder of the claim secured by the instrument recorded in Book ... page ... of the Register's Office of Davidson County, and that the same is fully paid and satisfied, and I hereby acknowledge the satisfaction thereof and release the lien to the same in full. This 22 day of May 1941
Nashville Savings & Loan Corp.
By H. L. Douglass Pres.
Attest: ... Secretary
DEPUTY REGISTER