WE , the said JOHN W. FAHEY AND WIFE DORA F. FAHEY , 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 $ SATISFACTORY TO SAID COMPANY AND WINDSTORM 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. COMPANY

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 JOHN W. FAHEY AND WIFE ~~DORA~~ F. FAHEY , 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 JOHN W. FAHEY AND WIFE DORA F. FAHEY, THEIR representatives or assigns. IT IS AGREED THAT IF SAID PROPERTY IS SOLD UNDER THIS INSTRUMENTWE 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 POSSESSIONIS 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 P. M. ESTES, JR 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 JOHN W. FAHEY AND WIFE DORA F. FAHEY , hereunto set our hands

at NASHVILLE , Tennessee, this the 24 day of MAR , 19 41 .

(SEAL) LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE
BY: W. V. WALKER, VICE PRESIDENT

ATTEST: E. R. DERRYBERRY, SECRETARY

JOHN W. FAHEY

DORA E. FAHEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, T. H. PATTON , a Notary Public in and for said County and State, the within named JOHN W. FAHEY AND WIFE DORA F. FAHEY

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 X 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 1ST day of APR 19 41 .

My commission expires JULY 21/41 (Seal) T. H. PATTON 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 W. V. WALKER 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 W. V. WALKER AS VICE PRESIDENT, AND ATTESTING THE SAME BY E. R. DERRYBERRY AS SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE, IN NASHVILLE, TENNESSEE, THE 21ST DAY OF APRIL 1941.

(SEAL) MRS. ELIZABETH GENTRY, NOTARY PUBLIC

MY COM. EXPIRES JULY 8, 1941

U.S.R.S. 55¢

REC'D APR 23, 1941 AT 11;54 A.M.

BRIDGE & BINGE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1191

FOR AND IN CONSIDERATION of the sum of FORTY TWO HUNDRED FIFTY AND NO/100 ($4250.00) DOLLARS

of which TWENTY SEVEN HUNDRED FIFTY AND NO/100 ($2750.00) DOLLARS has been paid in cash by KENNETH HUNT , the receipt of which is hereby acknowledged, and for the remainder FIFTEEN HUNDRED AND NO/100 ($1500.00) DOLLARS

the said KENNETH HUNT HAS EXECUTED AND DELIVERED HIS THIRTY (30) MONTHLY PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF A.J. LINX, JR., NOTE NO.1 BEING IN THE SUM OF $51.25, NOTE NO.2 BEING IN THE SUM OF $57.25, AND EACH SUCCEEDING NOTE IS FOR TWENTY FIVE CENTS LESS THAN THE PRECEEDING NOTE, THE LAST OR 30TH NOTE BEING IN THE SUM OF $50.25, THE FIRST OF THE SAID NOTES IS DUE AND PAYABLE ON OR BEFORE MAY 1ST,1941 AND ANOTHER NOTE IS DUE AND PAYABLE ON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL ALL NOTES HAVE MATURED. ALL OF SAID NOTES BEARING SIX PER CENT INTEREST FROM DATE DUE , INTEREST HAVING BEEN CALCULATED AND ADDED TO THE PRINCIPAL TO THEIR MATURITY.
SAID NOTES PROVIDING FOR THE PAYMENT OF ATTORNEY FEES AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED, BUT SAID LIEN IS A SECOND LIEN THE SAME BEING SUBORDINATE AND INFERIOR TO A LIEN TO SECURE THE PAYMENT OF THE SUM OF TWENTY-SEVEN HUNDRED FIFTY AND NO/100 ($2750.00)- DOLLARS AS EVIDENCED BY A DEED OF TRUST OF EVEN DATE TO FRANK B. WELCH, TRUSTEE.

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 29 day of July 1947.

Attest: J. P. Wilson DEPUTY REGISTER — J. Lee Lyle

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

X

I, A.J. LINX, JR., UNMARRIED

have this day bargained and sold, and do hereby transfer and convey, unto the said KENNETH HUNT, HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTHERLY 87.5 FEET OF LOTS NOS.32 AND 33 ON THE PLAN OF MONTAGUE PARK OF RECORD IN BOOK 421, PAGE 141, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF FERN BANK DRIVE AND BLUE GRASS AVENUE; THENCE WITH THE SOUTHERLY MARGIN OF BLUE GRASS AVENUE, WESTWARDLY 200 FEET TO THE CORNER OF LOTS NOS.31 AND 32;THENCE WITH THE LINE BETWEEN SAID TWO LOTS SOUTHWARDLY 87.5 FEET;THENCE EASTWARDLY AND PARALLEL TO BLUE GRASS AVENUE, 200 FEET TO THE WESTERLY MARGIN OF FERN BANK DRIVE;THENCE WITH SAID DRIVE NORTHWARDLY 87.5 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO A.J. LINX, JR., BY DEED FROM P.H. CAIN, OF RECORD IN BOOK 1126 PAGE 306, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

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 ____ 1947.

Attest: DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said KENNETH,HUNT, HIS 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. EXCEPT TAXES FOR 1941 WHICH HAVE BEEN PRO-RATED TO THIS DATE AND ASSUMED BY THE GRANTEE. I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said KENNETH HUNT, HIS 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 ME in hand paid I , the said KENNETH HUNT , UNMARRIED

do hereby transfer and convey unto LOUIS R. LINX , 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.