I , the said JOE H. KELLER , do hereby agree to AGAINST FIRE AND WINDSTORM 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 $ 1425.00 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 therein, the same to bear interest from the date of such payment.

Now, if I , the said JOE H. KELLER , 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 JOE H. KELLER 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 W. H. HAYNES 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~~ THIRD NATIONAL BANK IN NASHVILLE, NASHVILLE, TENNESSEE A NATIONAL BANK CORPORATION HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS and ITS CORPORATE SEAL TO BE AFFIXED THIS THE 1ST DAY OF AUGUST 1941 ~~, hereunto set our hands at , Tennessee, this the day of , 19~~ .

ATTEST: W. J. DIEHL, CASHIER (SEAL) THIRD NATIONAL BANK IN NASHVILLE
BY E. J. WALSH, VICE PRESIDENT

I, JOE H. KELLER (UNMARRIED) JOIN HEREIN AND SUBSCRIBED MY NAME HERETO THIS THE 1ST DAY OF AUGUST 1941.

DR. JOE H. KELLER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, K. H. MCKEE , a Notary Public in and for said County and State, the within named JOE H. KELLER (UNMARRIED) the bargainor , with whom I am personally acquainted, and who acknowledged that HE executed the within instrument for the purposes therein contained.

And X , of the said X having appeared before me privately and apart from husband , the said X , 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. X

Witness my hand and official seal at Nashville, Tennessee, this 9TH day of AUGUST 19 41 .

My commission expires APRI. 13, 1944 (Seal) K. H. MCKEE Notary Public

STATE OF TENNESSEE - COUNTY OF DAVIDSON
BEFORE ME, R. EUGENE MYERS A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, PERSONALLY APPEARED E. J. WALSH WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO, UPON OATH, ACKNOWLEDGED HIMSELF TO BE THE VICE PRESIDENT OF THE THIRD NATIONAL BANK IN NASHVILLE THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH VICE PRESIDENT BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS VICE PRESIDENT. AND ALSO PERSONALLY APPEARED W. J. DIEHL WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED HIMSELF TO BE THE CASHIER OF THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH CASHIER BEING AUTHORIZED SO TO DO, AFFIXED THE SEAL OF THE SAID CORPORATION TO THE FOREGOING INSTRUMENT TO EXECUTE THE SAME FOR THE PURPOSE THEREIN CONTAINED, AND THAT HE ATTESTED THE SAME AS SUCH OFFICER OF SAID CORPORATION; AND THAT THE SEAL THERETO AFFIXED IS THE GENUINE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND SEAL AT OFFICE IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, THIS THE 1ST DAY OF AUGUST 1941. MY COM. EXPIRES ON THE 10TH DAY OF JANUARY 1943.
U.S.R.S. $1.65 (SEAL) R. EUGENE MYERS, NOTARY PUBLIC
REC'D AUG 12, 1941 AT 1/10 P.M.

59194 MARBELL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1212

FOR AND IN CONSIDERATION of the sum of SEVENTEEN HUNDRED FIFTY AND NO/100 - - - - - - DOLLARS of which ONE HUNDRED SEVENTY FIVE AND NO/100 - - - - - - - - - - DOLLARS has been paid in cash by ANCLE E. MARINA AND WIFE, MILDRED MCGEE MARINA, the receipt of which is hereby acknowledged, and for the remainder FIFTEEN HUNDRED SEVENTY FIVE AND NO/100 - - - - - - - - - - - - DOLLARS the said ANCLE E. MARINA AND WIFE, MILDRED MCGEE MARINA HAVE EXECUTED THEIR NOTE BEARING EVEN DATE HEREOF, PAYABLE IN 139 MONTHLY INSTALLMENTS OF $15.75 EACH WHICH INCLUDES PRINCIPAL AND INTEREST AT THE RATE OF 6%. THE FIRST OF SAID INSTALLMENTS FALLS DUE ON THE 15TH DAY OF SEPTEMBER 1941, AND MONTHLY THEREAFTER ON THE 15TH DAY OF EACH SUCCESSIVE MONTH UNTIL ALL HAVE BEEN PAID.

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 17 day of April 1958.

Attest: L. J. Wilcoxon DEPUTY REGISTER — Nashville Mortgage Realty Co By A. P. Whitsitt Pt

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

ANNA R. DICKS (Unmarried)

have this day bargained and sold, and do hereby transfer and convey, unto the said ANCLE E. MARINA AND WIFE, MILDRED MCGEE MARINA, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 105 AND THE WESTERN 30 FEET OF LOT NO. 104 OF BARROW(S ADDITION TO EDGEFIELD, NOW EAST NASHVILLE, TENNESSEE, AS PER PLAN RECORDED IN PLAT BOOK NO. 1, PAGE 13, OF THE CHANCERY COURT AT NASHVILLE, TENNESSEE. SAID LOT NO. 105 AND THE WESTERN 30 FEET OF LOT NO. 104 TOGETHER FRONT 80 FEET ON THE SOUTH SIDE OF FATHERLAND STREET AND RUN BACK BETWEEN PARALLEL LINES 195 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO ANNA R. DICKS BY DEED FROM ALICE DICKS KENT MILLER C. KENT, JOHN B. DICKS AND BEN W. DICKS, DATED MARCH 1ST 1937. RECORDED IN BOOK NO. 1149, PAGE 665 REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said heirs and assigns, forever, ANCLE E. MARINA AND WIFE, MILDRED MCGEE MARINA, THEIR 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 ANCLE E. MARINA AND WIFE, MILDRED MCGEE MARINA, 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 ANCLE E. MARINA AND WIFE MILDRED MCGEE MARINA do hereby transfer and convey unto D. P. BRENNE 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.