WE, the said RAYMOND BENTON AND WIFE ROBERTA BENTON, 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 $ 800.00 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.

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 RAYMOND BENTON AND WIFE ROBERTA BENTON, 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, IF 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 RAYMOND BENTON AND WIFE ROBERTA BENTON 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 ALFRED T. LEVINE 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 DANIEL MAY AND WIFE DOROTHY MAY

and RAYMOND BENTON AND WIFE ROBERTA BENTON, hereunto set our hands

at NASHVILLE, Tennessee, this the 7TH day of AUG, 19 41

RAYMOND BENTON
ROBERTA BENTON
DANIEL MAY
DOROTHY MAY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ISADORE K. ABRAHAMS, a Notary Public in and for said County and State, the within named DANIEL MAY AND WIFE DOROTHY MAY AND RAYMOND BENTON AND WIFE ROBERTA BENTON

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 13TH day of AUGUST 19 41.

My commission expires JULY 9, 1945

(Seal) ISADORE K. ABRAHAMS
Notary Public.

U.S.R.S. $1.10

REC'D AUG 19, 1941 AT 1:20 P.M.

NUMBER 65274 RECORDED AUG 21, 1941 CARTWRIGHT & HERMAN TO C.ANDREW ELLNER

59154 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1212

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND ONE HUNDRED & 00/100 ($1,100.00) DOLLARS

of which THREE HUNDRED SIXTY-SIX & 66/100 ($366.66) DOLLARS has been paid in cash to the

C.ANDREW ELLNER, the receipt of which is hereby acknowledged, and for the remainder

SEVEN HUNDRED THIRTY-THREE & 00.100 ($733.34) DOLLARS

the said C.ANDREW ELLNER HAS EXECUTED HIS TWO PROMISSORY NOTES, BEARING EVEN DATE HEREWITH, IN THE PRINCIPAL SUM OF $366.67 EACH, PAYABLE TO THE ORDER OF CARTWRIGHT AND HERMAN, AND DUE ONE AND TWO YEARS AFTER DATE, RESPECTIVELY, WITH INTEREST AT 5% PER ANNUM,

I declare that I am the true and lawful holder of the claim secured by the instrument which is recorded herein. This 21 day of Aug 1941 Sept. Carnes Clerk and Master of this Court

OF MATURITY

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, JOHN S.CARTWRIGHT AND M.C. HERMAN, COMPRISING THE PARTNERSHIP OF CARTWRIGHT AND HERMAN

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

BEING LOT NO.36 ON THE MAP OF MARENGO PARK, SECTION "C" ,AS OF RECORD IN BOOK 1130 PAGE 21, OF THE REGISTER'S OFFICE FOR SAID COUNTY,AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY MARGIN OF RAINBOW ROAD, THE COMMON CORNER OF LOTS NOS.35 AND 36;THENCE WITH THE LINE BETWEEN SAID LOTS WESTERLY 196.5 FEET; THENCE SOUTHERLY WITH THE LINE BETWEEN LOTS NOS.13 AND 12 AND LOT NO.36 140.3 FEET TO THE NORTHERLY MARGIN OF CALDWELL LANE;THENCE WITH THE MARGIN OF THE SAME EASTERLY 171.8 FEET TO A CONCRETE MONUMENT AT THE BEGINNING OF A CURVE;THENCE AROUND SAID CURVE IN A NORTHEASTERLY DIRECTION,HAVING A RADIUS OF 25 FEET, 30 FEET TO A CONCRETE MONUMENT IN THE WESTERLY MARGIN OF RAINBOW ROAD;THENCE WITH THE MARGIN OF THE SAME NORTHERLY 54.8 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE PROPERTY CONVEYED TO CARTWRIGHT & HERMAN, A PARTNERSHIP COMPOSED OF JOHN S. CARTWRIGHT AND M.C. HERMAN, BY DECREES ENTERED IN MINUTE BOOK 148, PAGES 245 AND 328, OF THE CHANCERY COURT, IN THE CAUSE OF MEREDITH CALDWELL ET AL VS. JAMES B.CALDWELL ET AL, CERTIFIED COPIES OF WHICH ARE OF RECORD IN BOOK 1129 PAGE 528 OF SAID REGISTER'S OFFICE.

THE ABOVE DESCRIBED PROPERTY IS CONVEYED SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN INSTRUMENTS OF RECORD IN BOOK 1129 ,PAGE 528, AND BOOK 1165 PAGE 290, SAID REGISTER'S OFFICE; AND

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE GRANTORS AND GRANTEE HEREIN THAT ANY RESIDENCE ERECTED ON THE ABOVE LOT SHALL FACE RAINBOW ROAD.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said C. ANDREW ELLNER, HIS 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 C.ANDREW ELLNER, 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 C.ANDREW ELLNER,

do hereby transfer and convey unto C.H.BRILEY,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.