, the said ELIZABETH C. BEAL , 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 $ 11,000.00 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 ELIZABETH C. BEAL AND R.B. BEAL , 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 ELIZABETH C.BEAL,HER 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 O.P. HOESTETTER, 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 ELIZABETH C. BEAL

and PATRICK A. SULLIVAN , hereunto set our hands

at NASHVILLE , Tennessee, this the 1ST day of NOV , 1941 .

PATRICK A. SULLIVAN
ELIZABETH C. BEAL

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, F.W. BOECKMAN , a Notary Public in and for said County and State, the within named ELIZABETH C.BEAL AND PATRICK A. SULLIVAN

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 day of NOVEMBER 19 41.

My commission expires 4-1-43

(Seal) F.W. BOECKMAN
Notary Public.

U.S.R.S. $6.05

REC'D JAN 29,1942 AT 12:45 P.M.

C. M.

A'

INSTALLMENT DEED

Book No. 1227

FOR AND IN CONSIDERATION of the sum of FIFTY FOUR HUNDRED AND NO/100 ($5400.00) DOLLARS

of this ONE THOUSAND ONE AND 78/100 ($1001.78) DOLLARS has been paid in cash by

C. H. ROGERS AND WIFE, MARY LOUISE ROGERS , the receipt of which is hereby acknowledged, and for the remainder

FOUR THOUSAND THREE HUNDRED NINETY EIGHT AND 22/100 ($4398.22) DOLLARS

the said C. H. ROGERS AND WIFE, MARY LOUISE ROGERS

HAVE ASSUMED AND AGREE TO PAY AN INDEBTEDNESS IN THE SUM OF $4038.22, WITH INTEREST FROM FEBRUARY 1ST, 1942, OWING TO FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE SECURED BY A DEED OF TRUST FROM JOHN R. SHARP AND WIFE TO LOUIS R. LINX, TRUSTEE, OF RECORD IN BOOK 1184, PAGE 61, R.O.D.C. TENNESSEE. AND FOR THE REMAINDER BEING $360.00 THE SAID C. H. ROGERS AND WIFE, MARY LOUISE ROGERS HAVE EXECUTED AND DELIVERED THEIR 36 MONTHLY PROMISSORY- OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF JOHN R. SHARP AND WIFE, CHRISTINE H. SHARP. ALL OF SAID NOTES ARE IN THE SUM OF $10.00 EACH, THE FIRST NOTE FALLING DUE ON OR BEFORE FEBRUARY 27TH, 1942 AND ANOTHER NOTE FALLING DUE ON OR BEFORE THE SAME DAY OF EACH MONTH THEREAFTER UNTIL ALL NOTES HAVE MATURED.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby subscribe the oath prescribed by law. This 7 day of Feb 1942
Witness my hand this day
Notary Public

FIVE
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 R. SHARP AND WIFE, CHRISTINE H. SHARP

have this day bargained and sold, and do hereby transfer and convey, unto the said

C. H. ROGERS AND WIFE, MARY LOUISE ROGERS, THEIR heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY 12 FEET OF LOT NO. 2, THE WESTERLY 88 FEET OF LOT NO. 3 AND THE EASTERLY 100 FEET OF THE WESTERLY 248 FEET OF THE SOUTHERLY PART OF LOT NO. 5 ON THE MAP SHOWING SUBDIVISION OF LOT NO. 30 IN RIVERWOOD SUBDIVISION, AS OF RECORD IN BOOK 843, PAGE 28, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:
BEGINNING ON THE NORTHERLY MARGIN OF EAST RIVERWOOD AVENUE, FORMERLY A 40-FOOT UNNAMED STREET, AT A POINT 136.75 FEET WEST OF THE WESTERLY MARGIN OF BRUSH HILL ROAD; THENCE WITH THE NORTHERLY MARGIN OF SAID AVENUE, WESTWARDLY 100 FEET TO A POINT 12 FEET WEST OF THE CORNER OF LOTS NOS. 2 AND 3; THENCE NORTHWARDLY AND PARALLEL WITH THE LINE BETWEEN SAID TWO LOTS, 185 FEET TO THE SOUTHERLY LINE OF LOT NO. 5, SAID POINT BEING THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO A.D. DUMONT AND WIFE BY DEED FROM C. W. TULEY, TRUSTEE, OF RECORD IN BOOK 1157, PAGE 228, SAID REGISTER'S OFFICE; CONTINUING IN THE SAME DIRECTION AND WITH THE EASTERLY LINE OF SAID DUMONT PROPERTY, 78 FEET, IN ALL 263 FEET TO THE SOUTHERLY LINE OF THE PROPERTY CONVEYED TO CHARLES W. JONES, JR. AND WIFE, BY DEED FROM C. W. TULEY, TRUSTEE, OF RECORD IN BOOK 1151, PAGE 331, SAID REGISTER'S OFFICE; THENCE WITH THE SOUTHERLY LINE OF SAID JONES' PROPERTY EASTWARDLY 100 FEET TO THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO HELEN WEEMS SMITH BY DEED FROM C. W. TULEY, TRUSTEE, OF RECORD IN BOOK 1160, PAGE 142, SAID REGISTER'S OFFICE; THENCE WITH SAID SMITH'S WESTERLY LINE, SOUTHWARDLY 77 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF LOT NO. 3; CONTINUING IN THE SAME DIRECTION 185 FEET, IN ALL 262 FEET, MORE OR LESS, TO THE BEGINNING.
BEING THE SAME PROPERTY CONVEYED TO JOHN R. SHARP AND WIFE, CHRISTINE H. SHARP, BY TWO DEEDS, ONE FROM MARGUERITE THOMSON DABNEY AND HUSBAND, OF RECORD IN BOOK 1115, PAGE 438, AND THE OTHER FROM C. W. TULEY, TRUSTEE, OF RECORD IN BOOK 1160, PAGE 141, SAID REGISTER'S OFFICE.
THIS CONVEYANCE IS MADE SUBJECT TO ALL RESTRICTIVE COVENANTS AS ARE APPLICABLE TO THE THE PROPERTY ABOVE DESCRIBED.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said C. H. ROGERS AND WIFE, MARY LOUISE ROGERS, THEIR 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., EXCEPT AS HEREINBEFORE STATED AND TAXES FOR 1942 WHICH ARE HEREBY ASSUMED BY THE GRANTEES. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said C. H. ROGERS AND WIFE, MARY LOUISE ROGERS, 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 C. H. ROGERS AND WIFE, MARY LOUISE ROGERS

do hereby transfer and convey unto A.J. 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.