I , the said VIOLA PAULINE NEBLETT, , 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 $ 3,650.00 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 VIOLA PAULINE NEBLETT, , 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 VIOLA PAULINE NEBLETT, 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 HENRY G.MCNABB, 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 JAMES H.CHERRY AND WIFE, MINNIE BELL CHERRY, and VIOLA PAULINE NEBLETT, UNMARRIED, , hereunto set our hands at NASHVILLE, , Tennessee, this the 1ST day of MARCH , 19 42 .

JAMES H.CHERRY
MINNIE BELL CHERRY
VIOLA PAULINE NEBLETT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARVIN K.BARRY , a Notary Public in and for said County and State, the within named JAMES H.CHERRY AND WIFE, MINNIE BELL CHERRY, AND VIOLA PAULINE NEBLETT the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY 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 10TH day of MARCH 19 42.

My commission expires JAN 7 1946 (Seal) MARVIN K.BARRY Notary Public.

U.S.R.S. $4.95

REC'D MCH 12 1942 AT 2:20 P. M.

NUMBER 76948 RECORDED MARCH 13TH 1942.

INSTALLMENT DEED

Book No. 1227

FOR AND IN CONSIDERATION of the sum of $2752.96 TWENTY SEVEN HUNDRED FIFTY TWO AND 96/100 DOLLARS of which ~~DOLLARS has been paid in cash by the said~~ , the receipt of which is hereby acknowledged, and for the remainder ~~DOLLARS~~

THE SAID C.R.KOEHN AND WIFE DORETTA L. KOEHN, HAVE EXECUTED THEIR III JOINT PROMISSORY NOTES DATED FEBRUARY 16TH,1942, OF WHICH NOTES 110 ARE EACH IN THE SUM OF TWENTY FIVE ($25.00) DOLLARS THE LAST NOTE IN THE SUM OF TWO AND 96/100 DOLLARS, THE FIRST NOTE DUE AND PAYABLE ON OR BEFORE APRI. 1ST, 1942, THE OTHERS ONE ON OR BEFORE THE FIRST DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL ARE PAID NONE OF SAID NOTES BEAR INTEREST IFPAID AT MATURITY BUT ALL OF SAID NOTES BEAR INTEREST AFTER MATURITY ALL OF SAID NOTES DUE AND PAYABLE PAYABLE TO GEO B.GRAVES, OR ORDER

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 GEO B.GRAVES AND WIFE ANNE C. GRAVES,

have this day bargained and sold, and do hereby transfer and convey, unto the said C.R.KOEHN AND WIFE DORETTA L.KOEHN THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING EASTERLY PART OF LOT 49 AND LOTNO.51, ON THE UNRECORDED PLAN OF KENNEDY AND GRAVES SUBDIVISION OF BLOCK "C" AND "D" MONTE VISTA ACCORDING TO A SURVEY BY BOONE DENTON JUNE 15TH,1925.

SAID EASTERLY PART OF LOT 49 AND LOT 51 ADJOIN AND TOGETHER FRONT 176.2 FEET ON THE NORTHERLY SIDE OF ALPINE AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 388 FEET TO A DEAD LINE.

THIS IS THE SAME PROPERTY THAT WAS FORECLOSED BY GRAVES PATE TRUSTEE AND BOUGHT IN BY GEO B.GRAVES FEBRUARY 14TH,1942, ASEE DEEDS OF RECORD IN BOOKS NOS. 1174, AND 1237 PAGES 608, AND 22, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

NOTE; THE PURCHASERS HEREBY ASSUME THE PAYMENT OF ALL TAXES THAT MAY BE AGAINST SAID PROPERTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said C.R.KOEHN AND WIFE DORETTA L.KOHEN 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.

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said C.R.KOEHN AND WIFE DORETTA L.KOEHN 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.R.KOEHN AND WIFE DORETTA L. KOEHN do hereby transfer and convey unto GRAVE PATES , 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 declare that I am the true and lawful holder of the within debt and the sum secured by the instrument within recorded, and for the purpose of receiving payment thereof do hereby release and discharge all lien or claim of lien as to the property described in said instrument, but no further or otherwise. This 7 day of Dec 1942

Attest: Catherine McGinley Register

Rec'd $2.51 only