WE, , the said JESSE E. FOREMAN AND WIFE GRACE W. FOREMAN , 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 $ ----- 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 JESSE E.FOREMAN AND WIFE GRACE W.FOREMAN , 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 JESSE E.FOREMAN AND WIFE GRACE W. FOREMAN 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 J.W.RICHMOND, 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 J.P.ELLIS TRUSTEE,

and JESSE E. FOREMAN AND WIFE GRACE W. FOREMAN , hereunto set our hands

at NASHVILLE , Tennessee, this the 12TH day of FEBRUARY , 19 42

J.P.ELLIS TRUSTEE,

JESSE E. FOREMAN

GRACE W.FOREMAN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.E. HARWOOD, , a Notary Public in and for said County and State, the within named J.P.ELLIS TRUSTEE, AND JESSE E. FOREMAN AND WIFEGRACE W. FOREMAN 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 20TH day of FEBRUARY 19 42.

My commission expires JULY 6, 1943. (Seal) W.E.HARWOOD.

Notary Public.

U.S.R.S.$1.10

RECD MARCH 14TH 1942. AT 10;21 A.M.

NUMBER 77250 RECORDED MARCH 18, 1942. MAURICE GILBERT TO MAGGIE LOU ENGLISH.

INSTALLMENT DEED

Book No. 1227

FOR AND IN CONSIDERATION of the sum of, TWELVE HUNDRED AND ONE ($1201.00) AND NO/100 DOLLARS of which ONE AND ($1.00) NO/100 DOLLARS has been paid in cash by MAGGIE LOU ENGLISH , the receipt of which is hereby acknowledged, and for the remainder TWELVE HUNDRED ($1200.00) AND NO/100 DOLLARS the said MAGGIE LOU ENGLISH HAS EXECUTED HER SIXTY (60) PROMISSORY NOTES OF EVEN DATE HEREWITH, FOR $20.00 EACH, PAYABLE TO THE ORDER OF THE UNDERSIGNED MAURICE GILBERT, THE FIRST ONE FALLING DUE ONE MONTH AFTER DATE AND ONE MONTHLY THEREAFTER UNTIL ALL ARE PAID. SAID NOTES WILL BEAR NO INTEREST EXCEPT FROM AND AFTER MATURITY THEREOF;

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby authorize the Register to enter satisfaction thereof and discharge of the lien to secure the same in full. This 18 day of Feb 1942. Charles Bechert

Attest: J. P. Wilson DEPUTY REGISTER

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

I, MAURICE GILBERT (UNMARRIED)

have this day bargained and sold, and do hereby transfer and convey, unto the said MAGGIE LOU ENGLISH, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE WESTERLY 50 FEET OF LOT NO. 199 ON THE PLAN OF INGLEWOOD PLACE, AS OF RECORD IN BOOK 342, PAGE 101, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING IN THE SOUTH MARGIN OF MCCHESNEY AVENUE AT THE CORNER OF LOTS NOS. 198 AND 199, AND RUNNING THENCE WITH THE LINE BETWEEN SAID TWO LOTS SOUTH 5 DEGREES WEST 205 FEET TO THE NORTH LINE OF LOT NO. 153; THENCE WITH THE NORTH LINE OF SAID LOT EASTWARDLY 43 FEET TO THE NORTHWESTERLY MARGIN OF GREENFIELD AVENUE, EXTENDED; THENCE WITH THE NORTHWESTERLY MARGIN OF SAID AVENUE, NORTH 45 DEGREES EAST 1-½ FEET; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID LOT 199, 198 FEET TO THE SOUTH MARGIN OF MCCHESNEY AVENUE; THENCE WITH THE SAME NORTH 85 DEGREES WEST 50 FEET TO THE BEGINNING. THE ABOVE DESCRIPTION IS MADE ACCORDING TO A SURVEY BY W. B. SOUTHGATE, SURVEYOR, ON MAY 4TH, 1925.

BEING THE SAME PROPERTY CONVEYED BY DEED OF LEON GILBERT TO MAURICE GILBERT, OF RECORD IN BOOK 1044, PAGE 356, R.O.D.C. TENN.

THE ABOVE DESCRIBED PROPERTY IS ENCUMBERED BY BUILDING RESTRICTIONS, ETC , AS SHOWN IN DEED OF INGLEWOOD PARK COMPANY TO LEIBERMAN ET AL., RECORDED IN BOOK 560, PAGE 231, R.O.D.C. TENN., AND AS SET OUT IN DEED FROM IRA E. TRAVIS AND WIFE TO CLARK LYNCH, ET AL. RECORDED IN BOOK 674, PAGE 1, R.O.D.C. TENN., AND THIS PROPERTY IS CONVEYED EXPRESSLY SUBJECT TO THESE AND ALL OTHER BUILDING RESTRICTIONS, RESTRICTIONS AS TO USE, ETC. AND ALL ZONING RESTRICTIONS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MAGGIE LOU ENGLISH, HER 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 AS AFORESAID. I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said MAGGIE LOU ENGLISH, HER 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 MAGGIE LOU ENGLISH (UNMARRIED) do hereby transfer and convey unto LEON GILBERT , 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.