WE , the said M.C. BRATTON & WIFE, ETHEL BRATTON , 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 $ 1900.00 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 M.C. BRATTON & WIFE, ETHEL BRATTON , 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 M.C. BRATTON & WIFE ETHEL BRATTON 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 WILLIAM F.CARPENTER 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 HENRY GOODPASTURE & WIFE, VIRGINIA P.GOODPASTURE and M.C. BRATTON & WIFE, ETHEL BRATTON , hereunto set our hands at NASHVILLE , Tennessee, this the 7 day of APRIL , 19 42.

HENRY GOODPASTURE
VIRGINIA P.GOODPASTURE
M.C.BRATTON
ETHEL BRATTON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LORENE OUTLAW , a Notary Public in and for said County and State, the within named HENRY GOODPASTURE & WIFE, VIRGINIA P.GOODPASTURE, AND M.C. BRATTON & WIFE, ETHEL BRATTON 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 X 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 7 day of APRIL 19 42.

My commission expires 7-12-45

(Seal) LORENE OUTLAW
Notary Public.

X(1936, OF RECORD IN BOOK 982 PAGE 667, SAID REGISTER'S OFFICE. INCLUDED IN THIS DESCRIPTION BUT EXCLUDED FROM THIS CONVEYANCE IS A FAMILY GRAVEYARD OF APPROXIMATELY 40X60 FEET 200 YARDS SOUTH OF THE RESIDENCE ON PART OF LOT NO.6, AS SET OUT IN THE DEED FROM J.B. HOWS TO EARL HOWS, OF RECORD IN BOOK 692, PAGE 125. POSSESSION OF THE FOREGOING DESCRIBED LAND SHALL BE GIVEN AS OF THE DATE OF DEED BUT POSSESSION OF DWELLING HOUSE THEREON SHALL NOT BE GIVEN UNTIL SIXTY (60) DAYS FROM DATE OF DEED.)

U.S.R.S. $3.85

REC'D APRIL 9,1942 AT 11:31 A.M.

C. M.

NUMBER 78853 RECORDED APRIL 9,1942 JOSEPH INGRAM TO OTTO CANTARUTTI,ET UX

J.A.E.

INSTALLMENT DEED

Book No. 1227

FOR AND IN CONSIDERATION of the sum of EIGHT HUNDRED ($800.00) DOLLARS of which ONE HUNDRED FIFTY ($150.00) DOLLARS has been paid in cash by INGRAM CANTARUTTI, OTTO CANTARUTTI AND WIFE, TENNESSEE / , the receipt of which is hereby acknowledged, and for the remainder SIX HUNDRED FIFTY ($650.00) DOLLARS the said OTTO CANTARUTTI AND WIFE, TENNESSEE INGRAM CANTARUTTI HAVE EXECUTED THEIR SEVEN (7) JOINT PROMISSORY NOTES, PAYABLE TO JOSEPH INGRAM,SIX OF THE SAME BEING IN THE PRINCIPAL SUM OF $100.00 EACH, PAYABLE, RESPECTIVELY, APRIL 6, 1943, APRIL 6, 1944; APRIL 6, 1945; APRIL 6.1946; APRIL 6,1947; APRIL 6, 1948, AND THE SEVENTH NOTE BEING IN THE PRINCIPAL SUM OF $50.00, PAYABLE APRIL 6, 1949, HOWEVER THE GRANTEES HAVE THE PRIVILEGE OF PAYING ANY MULTIPLE OR ALL OF SAID NOTES AT ANY TIME PRIOR TO SAID DATES,AND ALL OF SAID NOTES ARE DATED OF EVEN DATE WITH THIS INSTRUMENT,

I declare that I am the [illegible] secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 21 day of July 1950.

Attest: L.J. Nielson DEPUTY REGISTER

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, JOSEPH INGRAM, A WIDOWER,

have this day bargained and sold, and do hereby transfer and convey, unto the said OTTO CANTARUTTI AND WIFE, TENNESSEE INGRAM CANTARUTTI, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LOCATED IN THE OLD 24TH,NEW 14TH DISTRICT OF SAID COUNTY,AS FOLLOWS:

BEGINNING AT THE WEST POST OF FRONT GATE OF M.V. MOSES AND THEN RUNNING WEST WITH THE SAID MOSES LINE TO THE NORTHWEST CORNER OF THE PROPERTY OF A.J. GRAVES WHERE IT JOINS THE PROPERTY OF JOHN FORTY;THENCE WITH SAID FORTY'S LINE SOUTH 210 FEET TO A STAKE; THENCE EAST BETWEEN PARALLEL LINES WITH SAID MOSES LINE TO A STAKE ON THE WEST SIDE OF THE WAGON ROAD ON THE TOP OF RIDGE; THENCE IN A NORTHEASTERLY DIRECTION TO THE BEGINNING, CONTAINING 5 ACRES, MORE OR LESS, AND BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED FROM A.J. GRAVES, ET UX., TO JOSEPH INGRAM (MENTIONED IN SAID DEED AS INGRIM), OFRECORD IN BOOK 377 PAGE 213, R.O.D.C. TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said OTTO CANTARUTTI AND WIFE, TENNESSEE INGRAM CANTARUTTI,THEIR 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. THE TAXES FOR 1942 ARE ASSUMED BY THE PURCHASERS. I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said heirs and assigns, against the lawful claims of all persons. OTTO CANTARUTTI AND WIFE, TENNESSEE INGRAM CANTARUTTI,THEIR

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 OTTO CANTARUTTI AND WIFE, TENNESSEE INGRAM CANTARUTTI do hereby transfer and convey unto R.B. INGRAM , 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.