WE , the said GEO. E. HOLLEY AND WIFE MARY E. HOLLEY , 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 $ 2200.00 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 GEO. E. HOLLEY AND WIFE MARY E. HOLLEY , 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, OR 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 GEO. E. HOLLEY AND WIFE MARY E. HOLLEY, THEIR 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 OLIVER M. GRACE, 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 JOE ETTA GRACE AND HUSBAND O. M. GRACE, JOE ETTA GRACE, TRUSTEE and GEO. E. HOLLEY AND WIFE MARY E. HOLLEY, hereunto set our hands at NASHVILLE , Tennessee, this the 10 day of APRIL, 19 42.

JOE ETTA GRACE, TRUSTEE
O. M. GRACE
JOE ETTA GRACE
GEO. E. HOLLEY
MARY E. HOLLEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, D. R. MYERS , a Notary Public in and for said County and State, the within named JOE ETTA GRACE, AND HUSBAND, O. M. GRACE, AND GEO. E. HOLLEY AND WIFE MARY E. HOLLEY, AND JOEETTA GRACE, TRUSTEE 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.

OFFICE IN

Witness my hand and official seal at Nashville, Tennessee, this 17TH day of APRIL, 19 42.

My commission expires APRIL 26TH, 1945.

U.S.R.S. $1.65

(Seal) D. R. MYERS
Notary Public.

RECEIVED APRIL 17, 1942, AT 3:51 P.M.

E. H.

INSTALLMENT DEED

Book No. 1227 ($1,228.17)

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND TWO HUNDRED TWENTY-EIGHT AND 17/100 DOLLARS

of which TWO HUNDRED ($200.00) DOLLARS has been paid in cash by OTIS TODD AND WIFE, THELMA LEON TODD , the receipt of which is hereby acknowledged, and for the remainder ONE THOUSAND TWENTY-EIGHT AND 17/100 ($1,028.17) DOLLARS the said OTIS TODD AND WIFE, THELMA LEON TODD

HAVE EXECUTED THEIR ONE LIEN NOTE IN THE SUM OF THREE HUNDRED ($300.00) DOLLARS, PAYABLE TO CHARLES D. THORNE AND WIFE, EDNA CORRINE THORNE, SAID NOTE BEING DATED MARCH 2, 1942, AND IS PAYABLE ON OR BEFORE EIGHTEEN MONTHS FROM DATE (SEPTEMBER 2, 1943).

FOR THE REMAINING SEVEN HUNDRED TWENTY-EIGHT AND 17/100 ($728.17) DOLLARS, THE SAID OTIS TODD AND WIFE, THELMA LEON TODD, HAVE ASSUMED A CERTAIN DEED OF TRUST EXECUTED TO HERSCHEL GREER, TRUSTEE, BY ERNEST F. ELAM AND WIFE, OF RECORD IN BOOK 1077, PAGE 40, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID DEED OF TRUST REMAINS UNPAID IN THE SUM OF SEVEN HUNDRED TWENTY-EIGHT AND 17/100 ($728.17) DOLLARS, WHICH OTIS TODD AND WIFE, THELMA LEON TODD, ASSUME AND AGREE TO PAY IN ACCORDANCE WITH THE TERMS THEREOF. SAID DEED OF TRUST IS REFERRED TO AS FULLY AS IF SAME WAS COPIED HEREIN IN ITS ENTIRETY AND MADE A PART HEREOF.

~~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, CHARLES D. THORNE AND WIFE, EDNA CORRINE THORNE,

have this day bargained and sold, and do hereby transfer and convey, unto the said OTIS TODD AND WIFE, THELMA LEON TODD, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 22 AND PARTS OF LOTS NOS. 23 AND 24 ON THE REVISED AND CORRECTED MAP OF BERNICE L. DICKERSON'S SUBDIVISION, NOT OF RECORD, DESCRIBED ACCORDING TO A COPY OF A SURVEY THEREOF MADE JUNE 30, 1937, BY BLANCHARD AND PARRISH, SURVEYORS, AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY MARGIN OF LANIER DRIVE, THE COMMON CORNER OF LOTS NOS. 21 AND 22; THENCE WITH THE LINE BETWEEN SAID LOTS SOUTH 73° 15' WEST 193 FEET TO A STAKE; THENCE SOUTH 16° 9' EAST 70.5 FEET TO A STAKE; THENCE SOUTH 89° EAST 166 FEET TO A STAKE IN THE WESTERLY MARGIN OF LANIER DRIVE; THENCE WITH THE MARGIN OF THE SAME IN A NORTHERLY DIRECTION AROUND A SURVE 125 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO CHARLES D. THORNE, BY DEED FROM ERNEST F. ELAM AND WIFE, OF RECORD IN BOOK 1077, PAGE 354, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE GRANTEES HEREIN, OTIS TODD AND WIFE, THELMA LEON TODD, ASSUME ALL UNPAID TAXES OF RECORD.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said OTIS TODD AND WIFE, THELMA LEON TODD, 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., WITH THE EXCEPTIONS HEREINTOFORE SET OUT AND ASSUMED BY THE GRANTEES.

WE further covenant and bind OURSELVES AND OUR heirs and representatives, to warrant and forever defend the title to said real estate to said OTIS TODD AND WIFE, THELMA LEON TODD, 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 OTIS TODD AND WIFE, THELMA LEON TODD do hereby transfer and convey unto NORMAN WILLIAMS , 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.