WE , the said ARTHUR HOWARD AND CORNELIA HOWARD, , 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 $ 800.00 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 ARTHUR HOWARD AND CORNELIA HOWARD , 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 ARTHUR HOWARD, HIS 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 FRANK BATH 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 SOPHIA CAMMERER, CHARLES CAMMERER, ANNIE H. CAMMERER, WILLIAM CAMMERER, JESSIE LAIRD CAMMERER, FRANK BATH AND SOPHIA CAMMERER BATH and ARTHUR HOWARD AND CORNELIA HOWARD , hereunto set our hands

at NASHVILLE , Tennessee, this the 1ST day of MARCH 1925.

MRS. SOPHIA CAMMERER
MRS. SOPHIE C. BATH
FRANK J BATH
CHAS CAMMERER
ANNIE H. CAMMERER
WILLIAM CAMMERER
JESSIE LAIRD CAMMERER
ARTHUR HOWARD
CORNELIA HOWARD

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J. D. CANTRELL, a Notary Public in and for said County and State, the within named SOPHIA CAMMERER, A WIDOW, CHARLIE CAMMERER, FRANK BATH AND WIFE SOPHIA CAMMERER BATH, ARTHUR HOWARD AND WIFE, CORNELIA HOWARD the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And SOPHIA CAMMERER BATH AND CORNELIA HOWARD WIVES , of the said FRANK BATH AND ARTHUR HOWARD, having appeared before me privately and apart from THEIR husband S , the said SOPHIA CAMMERER BATHAND CORNELIA HOWARD , acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this FIRST day of MARCH 19 25.

My commission expires 4 YRS FROM FEBRUARY 29, 1925 (Seal) J. D. CANTRELL Notary Public.

STATE OF TENNESSEE - DAVIDSON COUNTY
PERSONALLY APPEARED BEFORE ME E. LYNCH, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED ANNIE H. CAMMERER, THE BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT SHE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. AND ANNIE H. CAMMERER, WIFE OF THE SAID CHARLES CAMMERER, HAVING APPEARED BEFORE ME PRIVATELY AND APART FROM HER HUSBAND, THE SAID ANNIE H. CAMMERER, ACKNOWLEDGED THE EXECUTION OF THE SAID INSTRUMENT TO HAVE BEEN DONE BY HER FREELY, VOLUNTARILY AND UNDERSTANDINGLY, WITHOUT COMPULSION OR CONSTRAINT FROM HER SAID HUSBAND, AND FOR THE PURPOSES THEREIN EXPRESSED. WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 6 DAY OF JUNE 1925.
MY COM. EXPIRES OCT 4, 1926 (SEAL) E. LYNCH, NOTARY PUBLIC

SEE X ON PRECEDING PAGE

U.S.R.S. $1.50
REC'D MAY 6, 1942 AT 9;46 A.M.

INSTALLMENT DEED

Book No. 1235

FOR AND IN CONSIDERATION of the sum of ($1850.00) EIGHTEEN HUNDRED FIFTY & NO/100 - - DOLLARS

of which ($200.00) TWO HUNDRED & NO/100 - - - - - - - - - DOLLARS has been paid in cash by W. E. TOOMBS AND WIFE, LOVIE RODGERS TOOMBS, the receipt of which is hereby acknowledged, and for the remainder

($1650.00) SIXTEEN HUNDRED FIFTY AND NO/100 - - - - - - - - - DOLLARS

the said W. E. TOOMBS AND WIFE, LOVIE RIDGERS TOOMGS HAVE THIS DAY ASSUMED AND AGREED

TO PAY A CERTAIN NOTE FOR $800.00 DATED SEPTEMBER THE 26TH 1939 AND DUE SEPTEMBER THE 26TH 1942. SAID NOTE MORE FULLY DESCRIBED IN DEED OF TRUST EXECUTED BY W. H. HIGDON AND WIFE, TO W. L. BAINBRIDGE,JR, TRUSTEE OF RECORD IN BOOK 1123, PAGE 535, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE SAID W. E. TOOMBS AND WIFE, LOVIE RODGERS TOOMBS HAVE ALSO THIS DAY EXECUTED 60 NOTES THE FIRST FIFTY NONE WITH THE PRINCIPAL AMOUNT OF $14.00 EACH AND THE LAST AND 60TH NOTE FOR THE PRINCIPAL AMOUNT OF $24.00, THESE NOTES BEAR INTEREST FROM MATURITY AS INTEREST AT 6% ON THE UNPAID BALANCE HAS BEEN COMPUTED AND ADDED INTO EACH NOTE. THE FIRST NOTE BEING FOR $18.25 AND EACH CONSECUTIVE NOTE BEING REDUCED .7¢ EACH, EXCEPT AS TO THE LAST NOTE WHICH IS FOR THE AMOUNT OF $24.12, THE FIRST NOTE MATURES ON JUNE THE 1ST 1942 AND ONE FALLS DUE ON THE FIRST OF EACH SUCCEEDING MONTH UNTIL ALL ARE DUE AND PAYABLE

I declare that I am the true and lawful holder of 59 notes $14.00 each + Note $24.00 secured by the within deed of trust and hereby acknowledge the satisfaction thereof and discharge of the same this 2 day of June 1947

Attest: J. P. Wilson DEPUTY CLERK

Winnie May Higdon

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, W. H. HIGDON AND WIFE, WINNIE MAY HIGDON have this day bargained and sold, and do hereby transfer and convey, unto the said W. E. TOOMBS AND WIFE, LOVIE RODGERS TOOMBS, THEIR heirs and assigns, certain real estate in Davidson County. Tennessee, as follows:

BEING LOT NO. 70 ON THE PLAN OF LOCKELAND, THE CHADWELL HOME PLACE, AS OF RECORD IN BOOK 57, PAGE 135 REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 70 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF FORREST AVENUE, FORMERLY MORROW STREET, AND RUNS BACK BETWEEN PARALLEL LINES 170 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO W. H. HIGDON AND WIFE, WINNDE MAY HIGDON, BY DEED FROM J. E. GRANDSTAFF AND WIFE, OF RECORD IN BOOK 932, PAGE 595 SAID REGISTER'S OFFICE.

WE, W. E. TOOMBS AND WIFE, LOVIE RODGERS TOOMBS HEREBY ASSUME AND AGREE TO PAY ALL TAXES ASSESSED AGAINST THIS PROPERTY FOR THE YEAR 1942.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W. E. TOOMBS AND WIFE, LOVIE RODGERS TOOMBS, 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 W. E. TOOMBS AND WIFE, LOVIE RODGERS TOOMBS, 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 W. E. TOOMBS AND WIFE, LOVIE RODGERS TOOMBS do hereby transfer and convey unto A. G. HOLLOWAY , 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.