WE , the said JAMES VICTOR QUARTERMAN AND WIFE, VELMA BONNIE , 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 $ 1000.00 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 JAMES VICTOR QUARTERMAN AND WIFE, VELMA BONNIE , 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 JAMES VICTOR QUARTERMAN, - 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 H.C.PEARSON, 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 VICTOR QUARTERMAN AND WIFE, VELMA BONNIE QUARTERMAN and MAI SHAW AND HUSBAND, ROY SHAW, , hereunto set our hands at NASHVILLE, , Tennessee, this the 17TH day of JANUARY , 1941 .

MAI SHAW

ROY SHAW

JAMES VICTOR QUARTERMAN

VELMA BONNIE QUARTERMAN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.W. VAUGHAN, , a Notary Public in and for said County and State, the within named MAI SHAW AND HUSBAND, ROY SHAW AND JAMES VICTOR QUARTERMAN AND WIFE, VELMA BONNIE QUARTERMAN, the bargainorS , 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 having appeared before me privately and apart from X husband , the said X , 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 31ST day of JANUARY 19 41 .

My commission expires - ---

(Seal) J.W. VAUGHAN,

Notary Public.

U.S.R.S. $1.65

RECD JUNE 22, 1942 AT 3:42 P M

M.M.

INSTALLMENT DEED

Book No. 1235

FOR AND IN CONSIDERATION of the sum of ($1925) ONE THOUSAND NINE HUNDRED AND TWENTY FIVE DOLLARS of which ($100.00) TWO HUNDRED DOLLARS has been paid in cash by E.E. MATHENEY AND WIFE ANISE W. MATHENEY , the receipt of which is hereby acknowledged, and for the remainder ($1925) ONE THOUSAND NINE HUNDRED TWENTY FIVE DOLLARS the said E.E. MATHENEY AND WIFE ANISE W. MATHENEY HAVE EXECUTED ONE JOINT PROMISSORY NOTE FOR $900.00 PAYABLE TO THE ORDER OF I.H.GIBSON FALLING DUE FIVE YEARS AFTER DATE WITH INTEREST AT 5% PER ANNUM THEREON AND PAYABLE SEMI- ANNUALLY . PAYMENTS ON THE PRINCIPAL MAY BE MADE ON ANY INTEREST PAYING DATE SAID $900.00 NOTE TO GETHER WITH THE INTEREST THEREON SHALL BE A FIRST MORTGAGE WITH PRIOR LEIN TO THE REMAINING INDEBTEDNESS ON THE PROPERTY HEREIN AFTER DESCRIBED AS EVIDENCED BY A FIRST DEED OF TRUST OF EVEN DATE HEREWITH TO W. H.WILLIAMS TRUSTEE.

FOR THE RESIDUE, THE SAID E. E. MATHENEY AND WIFE HAVE EXECUTED ONE JOINT PROMISSORY NOTE FOR $1025.00 PAYABLE TO THE ORDER OF BEULAH VAN ARSDALE AND SAID NOTE IS SECONDARY TO THE ABOVE MENTIONED FIRST MORTGAGE NOTE OF $900.00 . THIS NOTE IS PAYABLE IN 51 MONTHLY INSTALMENTS, THE FIRST 50 INSTALMENTS ARE FOR $20.00 EACH AND THE FIRTY FIRST IS FOR $25.00 WITH 5% INTEREST ON SAID PRINCIPAL SUM FROM DATE HEREOF, UNTIL PAID PAYABLE MONTHLY ON THE 1ST DAY OF EACH MONTH, MAKING THE FIRST INSTALLMENT $24.27 WITH EACH SUCCEEDING INSTALLMENT AVERAGING 8-1/3¢ LESS THAN THE PRECEDING INSTALLMENT . 1ST INSTALLMENT IS DUE AUG.1, 1942.

COPY OF RELEASE 158 BOOK NO. 1492 PAGE NO. NASHVILLE, TENN. BOOK NO. PAGE NO. R.O.D.C. TENN.

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, BEULAH VAN ARSDALE,

have this day bargained and sold, and do hereby transfer and convey, unto the said E.E.MATHENEY AND WIFE ANISE W. MATHENEY THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY,TENNESSEE, BEING LOT NO.82 ON THE PLAN OF THE SUBDIVISION OF THE A.V.S. LINDSLEY 29- ACRE TRACT, AS OF RECORD IN BOOK 57, PAGE 66, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.82 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF GARFIELAND AVENUE AND EXTENDS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY

BEING THE SAME PROPERTY CONVEYED TO BEULAH VAN ARSDALE BY TWO DEEDS ONE OF RECORD IN BOOK 452, PAGE 25, AND THEOTHER IN BOOK 1054, PAGE 70, R.O.D.C. TENNESSEE AND BY DESCENT AS ONE OF THE HEIRS OF HENRIETTA VAN ARSDALE ,DECEASED.

ANY ONE OR ALL OF THIS SERIES OF 51 INSTALLMENTS OF $1025. NOTE ABOVE MAY BE TAKEN UP AT ANY TIME BEFORE MATURITY AT A DISCOUNT OF 8-1.3¢ PER MONTH FOR THE TIME UNEXPIRED , PROVIDED THAT THEY BE TAKEN UP IN THE ORDER OF THEIR MATURITY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said E.E. MATHENEY AND WIFE ANISE W. MATHENEY 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. EXCEPT 1942 STATE COUNTY AND CITY TAXES WHICH HAVE BEEN PRO RATED AND ASSUMED BY THE PURCHASER I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said E.E. MATHENEY AND WIFE ANISE W. MATHENEY 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 E.E. MATHENEY AND WIFE ANISE W. MATHENEY do hereby transfer and convey unto W.H.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.