WE , the said OWEN G. BERRY AND WIFE, CATHRYN GILL BERRY , 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 $ 2700.00 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 OWEN G. BERRY AND WIFE, CATHRYN GILL BERRY, , 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, 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 OWEN G. BERRY AND WIFE, CATHRYN GILL BERRY, 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 R. W. BRANCH 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 ELIZABETH COMPTON, UNMARRIED,

and OWEN G. BERRY AND WIFE, CATHRYN GILL BERRY , hereunto set our hands

at NASHVILLE , Tennessee, this the 27TH day of UULY, , 19 42.

ELIZABETH COMPTON

OWEN G. BERRY

CATHRYN GILL BERRY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, IRIS L. GROOMES, a Notary Public in and for said County and State, the within named ELIZABETH COMPTON, UNMARRIED, AND OWEN G. BERRY AND WIFE, CATHRYN GILL BERRY, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And XX XX , of the said having appeared before me privately and apart from XX husband , the said XX , acknowledged the execution of the said instrument to have been done by XX freely, voluntarily, and understandingly, XX without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 27TH day of JULY, 19 42.

My commission expires JAN. 4TH, 1944.

(Seal) IRIS L. GROOMES
Notary Public.

U.S.R.S. $1.65

RECEIVED JULY 29, 1942, AT 2:35 P.M.

F. H.

NUMBER 83854 RECORDED AUGUST 1, 1942 STANDARD HOMES, INC
TO
LULLAVEE BATE

INSTALLMENT DEED

Book No. 1235

FOR AND IN CONSIDERATION of the sum of THIRTY-THREE HUNDRED SEVENTY-TWO AND 22/100 / ($3372.22) DOLLARS of which TWO HUNDRED FIFTY AND NO/100 ($250.00) DOLLARS has been paid in cash by PART OF LULLAVEE BATE AND HUSBAND, WILBUR BATE , the receipt of which is hereby acknowledged, and for the remainder BEING TWENTY-NINE HUNDRED FIFTY AND NO/100 ($2950.00) DOLLARS the said LULLAVEE BATE AND HUSBAND, WILBUR BATE HAVE ASSUMED AND AGREE TO PAY A MORTGAGE DUE THE FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF NASHVILLE, IN THE SUM OF $2950.00, WHICH MORTGAGE IS SECURED BY A DEED OF TRUST TO LOUIS R. LINX, TRUSTEE, OF EVEN DATE HEREWITH, AND FOR THE BALANCE, BEING IN THE SUM OF $172.22, THE SAID LULLAVEE BATE AND HUSBAND, WILBUR BATE HAVE EXECUTED THEIR PROMISSORY NOTE TO STANDARD HOMES, INC., OF EVEN DATE HEREWITH, FOR SAID SUM. SAID $172.22 NOTE BEING PAYABLE IN THIRTY MONTHLY INSTALLMENTS, THE FIRST TWENTY-NINE OF WHICH ARE IN THE SUM OF $5.74 AND THE THIRTIETH AND LAST BEING IN THE SUM OF $5.76, PLUS INTEREST AT THE RATE OF SIX PER CENT. INTEREST TO BE ADDED TO EACH INSTALLMENT AS PAID. THE FIRST INSTALLMENT BEING DUE ON AUGUST 2ND, 1942, AND ANOTHER INSTALLMENT BEING DUE ON THE 2ND DAY OF EACH MONTH THEREAFTER UNTIL SAID NOTE IS PAID IN FULL, AND

all ~~of said notes bearing six per cent interest from date~~ XXXXXXXXXX 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 STANDARD HOMES, INC., A TENNESSEE CORPORATION HAS ~~have~~ ES this day bargained and sold, and do hereby transfer and convey, unto the said LULLAVEE BATE, XXXXX AND HUSBAND, WILBUR BATE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 235 ON THE MAP OF THE SUBDIVISION OF HEFFERNAN PLACE, AS OF RECORD IN BOOK 161, PAGE 138, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 235 FRONTS 54.2 FEET ON THE NORTHERLY SIDE OF EDEN STREET AND RUNS BACK, WITH THE WESTERLY MARGIN OF 24TH AVENUE NORTH, FORMERLY HARRAHAN AVENUE, 140 FEET TO AN ALLEY, MEASURING 56.5 FEET THEREON.

BEING PART OF THE PROPERTY CONVEYED TO STANDARD HOMES, INC. BY DEED FROM COWAN LUMBER AND PLANING MILL COMPANY OF RECORD IN BOOK_____, PAGE_____, SAID REGISTER'S OFFICE.

THIS CONVEYANCE IS SUBJECT TO RESTRICTIVE COVENANTS OF RECORD IN BOOK 1133, PAGE 298 AND BOOK 1133, PAGE 311, BOTH R.O.D.C., TENN. AND TAXES FOR 1942 WHICH HAVE BEEN PRO-RATED AS OF THIS DATE AND ASSUMED BY THE PURCHASERS HEREIN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LULLAVEE BATES, AND HUSBAND, WILBUR BATE, THEIR ~~HER~~ heirs and assigns, forever, STANDARD HOMES, INC. covenant that IT IS 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 ABOVE SET OUT.

further covenant and bind ITS SUCCESSONS AND ASSIGNS XXXXXXXX, to warrant and forever defend the title to said real estate to said LULLAVEE BATE, AND HUSBAND, WILBUR BATE, THEIR ---HER- heirs and assigns, against the lawful claims of all persons.

INSTALLMENTS

And now, for the purpose of better and more effectually securing the payment of said lien note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said note as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE , the said LULLAVEE BATE AND HUSBAND, WILBUR BATE do hereby transfer and convey unto JAY G. STEPHENSON , 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.

I am the true and lawful holder of Note for $172.22 secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 1st day of Oct 1943
First Fed Sav & Loan [illegible]
by Harry [illegible]
Attest: [illegible]
Deputy Register