...said JAMES LINDER PALMORE AND WIFE, ELLEN LUCILE PALMORE, ...hereby agree to keep all buildings now on or to be hereafter erected on said property insured in some reliable ...company or companies for not less than

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 LINDER PALMORE AND WIFE, ELLEN LUCILE PALMORE, 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 LINDER PALMORE AND WIFE, ELLEN LUCILE 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 D. P. WRENNE, 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 CLAIR L. TEAL AND WIFE, BEULAH ROBERTS TEAL

and JAMES LINDER PALMORE AND WIFE, ELLEN LUCILE PALMORE, hereunto set our hands

at NASHVILLE, Tennessee, this the 5TH day of AUGUST, 1942..

JAMES LINDER PALMORE

ELLEN LUCILLE PALMORE

CLAIR L TEAL

BEULAH ROBERTS TEAL

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, T. W. WRENNE, a Notary Public in and for said County and State, the within named CLAIR L. TEAL AND WIFE, BEULAH ROBERTS TEAL AND JAMES LINDER PALMORE AND WIFE, ELLEN LUCILE PALMORE 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.~~

Witness my hand and official seal at Nashville, Tennessee, this 5TH day of AUGUST 19 42.

My commission expires OCTOBER 5, 1943.

(Seal) T. W. WRENNE
Notary Public.

U. S. R..S $1.65
RECEIVED AUGUST 11TH 1942. AT 11:10 A. M.

(S.M.P.)

INSTALLMENT DEED

Book No. 1235

...which ONE HUNDRED TWENTY FOUR AND 14/100 - DOLLARS has been paid in cash by FRED T. TOMERLIN AND WIFE, LUCILLE S. TOMERLIN, the receipt of which is hereby acknowledged, and the remainder $5,230.00 - - - -FIVE THOUSAND TWO HUNDRED THIRTY AND NO/100 - - - - - - - - - - - - - - - - - - DOLLARS IS TO BE PAID AS FOLLOWS: - - -FOUR THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS - - - - IS REPRESENTED BY A FIRST MORTGAGE LOAN FOR SAID SUM MADE ON THE FHA PLAN, BEING MORE FULLY DESCRIBED IN AND SECURED BY A DEED OF TRUST SIGNED BY ORCHARD HILL DEVELOPMENT COMPANY TO MARVIN K. BARRY, TRUSTEE, OF RECORD IN BOOK 1219, PAGE 151, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THE UNDERSIGNED FRED T. TOMERLIN AND WIFE, LUCILLE S. TOMERLIN, EXPRESSLY ASSUME AND AGREE TO PAY SAID DEBT ACCORDING TO ITS TERMS AND ALSO ASSUME THE OBLIGATIONS IMPOSED AND PROVIDED FOR IN SAID DEED OF TRUST. IN ADDITION TO THE REPAYMENT TERMS OF SAID DEED AND FOR THE REMAINDER OF SAID CONSIDERATION, THE SAID FRED T. TOMERLIN AND WIFE, LUCILLE S. TOMERLIN HAVE EXECUTED ONE PRINCIPAL INSTALMENT NOTE IN THE AMOUNT OF FIVE HUNDRED THIRTY AND NO/100 DOLLARS ($530.00), OF EVEN DATE HEREWITH. SAID NOTE BEARS INTEREST FROM DATE AT THE RATE OF 6% PER ANNUM AND IS PAYABLE IN 23 MONTHLY INSTALMENTS OF $10.53 EACH, WITH A 24TH AND FINAL INSTALMENT IN THE AMOUNT OF $336.00, THE FIRST PAYMENT DUE SEPTEMBER 1, 1942, AND THE OTHERS, ONE ON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL ALL HAVE MATURED. SAID INSTALMENTS INCLUDE PRINCIPAL AND INTEREST.
THIS NOTE IS PAYABLE TO THE ORDER OF ORCHARD HILL DEVELOPMENT COMPANY,

~~all of said notes bearing six percent 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 ORCHARD HILL DEVELOPMENT COMPANY HAS ~~have~~ this day bargained and sold, and do hereby transfer and convey, unto the said FRED T. TOMERLIN AND WIFE, LUCILLE S. TOMERLIN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 70 ON THE MAP OF ROLLING ACRES, AS OF RECORD IN BOOK 1130, PAGE 34, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 70 FRONTS 80 FEET ON THE WESTERLY SIDE OF SKYVIEW DRIVE AND RUNS BACK BETWEEN LINES, 142 FEET ON THE NORTH LINE AND 230 FEET ON THE SOUTH LINE, TO A DEAD LINE IN THE REAR ON WHICH IT MEASURES 119 FEET.

BEING PART OF THE PROPERTY CONVEYED TO ORCHARD HILL DEVELOPMENT COMPANY BY DEED FROM HENRY G. MCNABB AND WIFE, OF RECORD IN BOOK 1142, PAGE 545, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FRED T. TOMERLIN AND WIFE, LUCILLE S. TOMERLIN, THEIR heirs and assigns, forever, and ORCHARD HILL DEVELOPMENT COMPANY covenants 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.

ORCHARD HILL DEVELOPMENT COMPANY further covenant and binds ITSELF, ITS SUCCESSORS AND ASSIGNS ~~heirs and representatives~~, to warrant and forever defend the title to said real estate to said FRED T. TOMERLIN AND WIFE, LUCILLE S. TOMERLIN, 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 FRED T. TOMERLIN AND WIFE, LUCILLE S. TOMERLIN do hereby transfer and convey unto MARVIN K. BARRY, 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: