A SINGLE MAN

WE , the said HUGH HOLLON AND WIFE, FANNIE HOLLON, AND FLOYD HOLLON 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 $ INSURABLE VALUE 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.

A SINGLE MAN

Now, if WE , the said HUGH HOLLON AND WIFE, FANNIE HOLLON AND FLOYD HOLLON , 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 HUGH HOLLON AND WIFE, FANNIE HOLLON AND FLOYD HOLLON. A SINGLE MAN 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 ALBERT H.THOMAS 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 MRS. ELIZABETH A. GAITHER, A WIDOW -

and HUGH HOLLON AND WIFE FANNIE HOLLON AND FLOYD HOLLON, A SINGLE MAN , hereunto set our hands

at NASHVILLE , Tennessee, this the 20 day of AUG , 19 42.

ELIZABETH A. GAITHER
HUGH HALLON
FANIE HOLLON
FLOYD HOLLON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.D. WILLIAMS , a Notary Public in and for said County and State, the within named MRS. ELIZABETH A. GAITHER, A WIDOW AND HUGH HOLLON AND WIFE, FANNIE HOLLON AND FLOYD HOLLON A SINGLE MAN the bargainor S. , 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 X having appeared before me privately and apart from 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 19TH day of AUGUST 19, 19 42 .

My commission expires JAN 5 1944

(Seal) J.D. WILLIAMS
Notary Public.

U.S.R.S. $1.10

C. M. REC'D AUG 20,1942 AT 3:42 P.M.

0139 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1235

FOR AND IN CONSIDERATION of the sum of $5,260.00 FIVE THOUSAND TWO HUNDRED SIXTY/ AND NO/100 DOLLARS of which TWO HUNDRED FIFTY AND NO/100 DOLLARS has been paid in cash by MILDRED M. STUTEVILLE, HERMAN R. STUTEVILLE AND WIFE, / , the receipt of which is hereby acknowledged, and for the remainder $5,010.00 FIVE THOUSAND TEN AND NO/100 DOLLARS the said IS TO PAID AS FOLLOWS:

FOUR THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($4,600.00) 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 PAGE , IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THE UNDERSIGHED HERMAN R. STUTEVILLE AND WIFE, MILDRED M. STUTEVILLE 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 HERMAN R. STUTEVILLE AND WIFE, MILDRED M. STUTEVILLE HAVE EXECUTED ONE PRINCIPAL INSTALMENT NOTE IN THE AMOUNT OF FOUR HUNDRED TEN AND NO/100 DOLLARS ($410.00), OF EVEN DATE HEREWITH.

SAID NOTE BEARS INTEREST FROM DATE AT THE RATE OF 6% PER ANNUM AND IS PAYABLE IN 41 MONTHLY INSTALMENTS OF $11.04 EACH, THE FIRST PAYMENT DUE SEPTEMBER 1,1942, AND THE OTHERS, ONE ON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL ALL HAVE MATURED. SAID INSTALLMENTS INCLUDE PRINCIPAL AND INTEREST. THIS NOTE IS PAYABLE TO THE ORDER OF ORCHARD HILL DEVELOPMENT COMPANY .

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

ORCHARD HILL DEVELOPMENT COMPANY

~~have~~ HAS this day bargained and sold, and do hereby transfer and convey, unto the said HERMAN R. STUTEVILLE AND WIFE, MILDRED M. STUTEVILLE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.88 ON THE MAP OF ROLLING ACRES, OF RECORD IN BOOK 1130 PAGE 34, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.88 FRONTS 75 FEET ON THE EAST SIDE OF SHADY LANE AND RUNS BACK BETWEEN LINES, 136.9 FEET ON THE NORTHERLY LINE AND 138.5 FEET ON THE SOUTHERLY LINE TO A DEAD LINE IN THE REAR ON WHICH IT MEASURES 75 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.

I declare that I am the true and lawful holder of the claim covered by the within instrument, and that the amount thereof as stated therein is just and correct, and that I have not received, and hereby acknowledge the satisfaction thereof and discharge the same in full. This 21 day of Aug 1942

Witness: J.K. Smith Inc. Title

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HERMAN R. STUTEVILLE AND WIFE, MILDRED M. STUTEVILLE, THEIR heirs and assigns, forever, ORCHARD HILL DEVELOPMENT COMPANY covenant that IT IS lawfully seised 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 bind ITSELF, ITS SUCCESSORS AND ASSIGNS ~~heirs and representatives~~, to warrant and forever defend the title to said real estate to said HERMAN R. STUTEVILLE AND WIFE, MILDRED M. STUTEVILLE, 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 IS in hand paid WE , the said HERMAN R. STUTEVILLE AND WIFE, MILDRED M. STUTEVILLE 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.