WE , the said P..B. BECTON AND WIFE, ANNIE BECTON , 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 $ 2100.00 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 P. B. BECTON AND WIFE, ANNIE BECTON , 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 P. B. BECTON AND WIFE, ANNIE BECTON 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 HENRY MCKINNEY 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 J. A. (JOE) ANDREWS

and P. B. BECTON AND WIFE, ANNIE BECTON , hereunto set our hands

at NASHVILLE , Tennessee, this the 18TH day of AUGUST , 1942..

J. A. Andrews ANDERSON
P. B. BECTON
ANNIE BECTON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LORENE COMBS , a Notary Public in and for said County and State, the within named J. A. (JOE) ANDREWS AND P. B. BECTON AND WIFE, ANNIE BECTON the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And~~-~~

~~having appeared before me privately and apart from husband , the said , of 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 18TH day of AUGUST 19 42..

My commission expires OCT. 8, 1944

U. S. R. S. $3.30 (Seal) LORENE COMBS
Notary Public.

RECEIVED AUGUST 25TH. 1942. AT 11:50 A.M.

(S.M.P.)

MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1235

FOR AND IN CONSIDERATION of the sum of ($7850.00) SEVEN THOUSAND, EIGHT HUNDRED, FIFTY/ AND 00/100 DOLLARS of which EIGHT HUNDRED, FIFTY AND 00/100 ($850.00) ---------- DOLLARS has been paid in cash by H. W. STERLING , the receipt of which is hereby acknowledged, and for the remainder SEVEN THOUSAND AND 00/100 ($7000.00) DOLLARS the said H. W. STERLING

HAS THIS DAY ASSUMED AND AGREES TO PAY FIFTY EIGHT HUNDRED, SEVENTY FOUR AND 48/100 ($5874.48) DOLLARS, BEING THE UNPAID BALANCE OF OF $6000.00 NOTE, DATED DECEMBER 22, 1941, WITH INTEREST, PAYABLE IN MONTHLY INSTALLMENTS OF $37.98 EACH BEGINNING SEPTEMBER 1-1 AND THE BALANCE DUE JANUARY 1, 1962, SECURED BY DEED OF TRUST EXECUTED BY JOHN F. HOU AND WIFE GRACE W. HOUSE TO JAMES B. TURNER, TRUSTEE OF RECORD IN BOOK 1231, PAGE 44 O THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID NOTE AND DEED OF TRUST SECURING SAME HAVE BEEN ASSIGNED TO THE PROVIDENT MUTUAL INSURANCE COMPANY OF PHILADELPHIA BY AN INSTRUMENT DATED DECEMBER 31, 1941 AND RECORDE IN BOOK 1061, PAGE 381 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

FOR THE BALANCE OF PURCHASE MONEY THE SAID H. W. STERLING HAS THIS DAY EXECUTED FOUR PROMISSORY NOTES IN THE SUM OF $281.38 EACH, PAYABLE IN SIX, TWELVE, EIGHTEEN AND TWEN FOUR MONTHS FROM DATE OF THIS INSTRUMENT, BEARING 5% INTEREST FROM DATE AND PAYABLE TO THE ORDER OF JOHN F. HOUSE.

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 principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

WE, JOHN F. HOUSE AND WIFE GRACE W. HOUSE have this day bargained and sold, and do hereby transfer and convey, unto the said H. W. STERLING, HIS heirs and assigns certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 36 OF BLOCK NO. 4 ON THE PLAN OF THE HIGHLANDS OF BELLE MEADE NUMBER 1, AS OF RECORD IN BOOK 547, PAGE 180 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NUMBER 36 FRONTS 100 FEET ON THE EASTERLY SIDE OF PAGE ROAD AND RUNS BACK 178.65 FEET ON THE NORTHERLY LINE AND 178.8 FEET ON THE SOUTHERLY LINE TO A DEAD LINE, MEASURING 100 FEET THEREON.

BEING PART OF THE PROPERTY CONVEYED TO JOHN F. HOUSE BY DEED FROM ROBERT G. BENSON, TRUSTEE OF RECORD IN BOOK 1113, PAGE 198 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LAND IS CONVEYED SUBJECT TO THE RESTRICTIVE COVENANTS CONTAINED IN DEED FROM BELLE MEADE COMPANY TO BELLE MEADE LAND COMPANY, OF RECORD IN BOOK 723, PAGE 95 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. ALSO BY AN AGREEMENT BETWEEN BELLE MEADE COMPANY AND BELLE MEADE LAND COMPANY OF RECORD IN BOOK 722, PAGE 547, MODIFYING THE RESTRICTIONS AS SET OUT IN BOOK 723, PAGE 95 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

ALSO BY AN AGREEMENT RECORDED IN BOOK 928, PAGE 621 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, BETWEEN R. C. BOYCE, RECEIVER OF BELLE MEADE LAND COMPANY, AND H. E. PALMER, TRUSTEE OF BELLE MEADE COMPANY, BANKRUPT, WHICH RECITES THE RESTRICTIONS IN BOOK 723, PAGE 95 AND ALSO THE AGREEMENT IN BOOK 722, PAGE 547 R. O. D. C. TENN, AND PROVIDES THAT SECTION NO. 2 BE CHANGED TO READ AS FOLLOWS:

" THAT NO RESIDENCE OR DWELLING HOUSE EXCEPT FOR OCCUPANCY BY SERVANTS SHALL BE ERECTED OR KEPT ON SAID LAND COSTING LESS THAN $5,000.00."

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said H. W. STERLING HIS 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, EXCEPT AS ABOVE SET OUT, AND BY TAXES FOR THE YEAR 1942 WHICH WERE PRORATED AND ASSUMED. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said H. W. STERLING HIS 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 H. W. STERLING AND WIFE LOUISE HYMEL STERLING do hereby transfer and convey unto THOMAS M. WOODARD, JR., , 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.

~~Received and filed for record this 25th day of August 1942 at 11:50 A.M. and duly recorded in the Register's Office for Davidson County, Tennessee, and hereby acknowledge the satisfaction thereof in full. This 22nd day of Dec. 1944~~