I , the said H. W. STERLING , 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 $ 6500.00 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.

I 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 I 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 I , the said H. W. STERLING , 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 I 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, I 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.

I 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. I 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 H. W. STERLING 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 THOMAS M. WOODARD, 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 JOHN F. HOUSE AND WIFE GRACE W. HOUSE,

and H. W. STERLING AND WIFE, LOUISE HYMEL STERLING , hereunto set our hands

at NASHVILLE , Tennessee, this the 22ND. day of AUGUST , 1942.

JOHN F. HOUSE
GRACE W. HOUSE
H. W. STERLING
LOUISE HYMEL STERLING

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, K. H. MCKEE , a Notary Public in and for said County and State, the within named JOHN F. HOUSE AND WIFE GRACE W. HOUSE AND H. W. STERLING AND WIFE LOUISE HYMEL STERLING. 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 22ND. day of AUGUST 1942.

My commission expires APRIL 13-1944 (Seal) K. H. MCKEE
Notary Public.

U. S. R. S. $2.20

RECEIVED AUGUST 25TH 1942. AT 3:00 P.M.

(S.W.P.)

NUMBER 85049 -- TO -- RECORDED AUGUST 27TH. 1942. 347

JOHN HUDSON ET UX FRED F. BAKER ET UX

INSTALLMENT DEED

Book No. 1235

FOR AND IN CONSIDERATION of the sum of TWENTY FIVE HUNDRED AND NO/ 100 --------- DOLLARS of which SIXTEEN HUNDRED FIFTY AND NO/ 100 ---------- DOLLARS has been paid in cash by FRED F. BAKER AND WIFE, LUCILLE R. BAKER , the receipt of which is hereby acknowledged, and for the remainder the said EIGHT HUNDRED FIFTY AND NO/ 100 DOLLARS

FRED F. BAKER AND WIFE, LUCILLE R. BAKER HAVE EXECUTED A VENDOR'S LIEN NOTE OF EVEN DATE HEREWITH PAYABLE IN 36 MONTHLY INSTALLMENTS OF $25.87 EACH WHICH INCLUDES PRINCIPAL AND INTEREST AT THE RATE OF 6%. THE FIRST INSTALLMENT FALLING DUE ON THE 1ST DAY OF OCTOBER, 1942, AND THE OTHERS MONTHLY THEREAFTER, PAYABLE TO THE ORDER OF JOHN HUDSON AND WIFE, ELLEN, B. HUDSON.

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

JOHN HUDSON AND WIFE, ELLEN B. HUDSON

have this day bargained and sold, and do hereby transfer and convey, unto the said

FRED F. BAKER AND WIFE, LUCILLE R. BAKER, THEIR heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS. 48 AND 49 ON THE MAP OF BRANSFORD REALTY COMPANY'S SUBDIVISION OF MAXEY AVENUE AND GALLATIN ROAD PROPERTY, OF RECORD IN BOOK 332, PAGE 44, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOTS NOS. 48 AND 49 ADJOIN AND FRONT TOGETHER 100 FEET ON THE EASTERLY SIDE OF DAVIS AVENUE AND RUN BACK BETWEEN PARALLEL LINES 200 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO JOHN HUDSON AND WIFE, ELLEN B. HUDSON BY DEED FROM FRANK DULIN AND WIFE, OF RECORD IN BOOK 814 PAGE 209, SAID REGISTER'S OFFICE, AND DEVISED TO ELLEN B. HUDSON AS DEVISEE UNDER THE WILL OF ELLEN R. ALLEN, DECEASED, OF RECORD IN WILL BOOK 55, PAGE 494, OF THE COUNTY COURT OF SAID COUNTY.

THE SAID FRED F. BAKER AND WIFE, LUCILLE R. BAKER HAVE THIS DAY EXECUTED A MORTGAGE TO D. P. WRENNE, JR., TRUSTEE IN THE PRINCIPAL SUM OF $1500.00, RECORDED IN BOOK ___, PAGE ___, SAID REGISTER'S OFFICE, SECURED BY A DEED OF TRUST ON THE PROPERTY HEREIN DESCRIBED. IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES HERETO THAT THE LIEN SECURED BY THIS INSTRUMENT SHALL BE AND SHALL REMAIN A SECOND AND SUBORDINATE LIEN TO THE MORTGAGE HEREIN DESCRIBED.

I declare that I am the true and lawful holder of the claim secured by the within mortgage, which is fully paid, and hereby acknowledge the satisfaction thereof and discharge of the same in full. This 22 day of Aug 1942 [illegible] Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FRED F. BAKER AND WIFE, LUCILLE R. BAKER, THEIR heirs and assigns, forever, and 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 unincumbered ~~M Clift as recited~~ and WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said FRED F. BAKER AND WIFE, LUCILLE R. BAKER, 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 F. BAKER AND WIFE, LUCILLE R. BAKER, do hereby transfer and convey unto D. P. WRENNE, 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.