AND WIFE

WE , the said FRED F. BAKER, /LUCILLE R. BAKER , 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 $ 2200.00 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 FRED F. BAKER, ADN WIFE, LUCILLE R. BAKER , 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 FRED F. BAKER AND WIFE, LUCILLE R. BAKER 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 JOHN HUDSON AND WIFE, ELLEN B. HUDSON and FRED F. BAKER AND WIFE, LUCILLE R. BAKER , hereunto set our hands at NASHVILLE , Tennessee, this the 25TH day of AUGUST. , 1942..

JOHN HUDSON
ELLEN B. HUDSON
FRED F. BAKER
LUCILLE R. BAKER

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 JOHN HUDSON AND WIFE, ELLEN B. HUDSON AND FRED F. BAKER AND WIFE, LUCILLE R. BAKER 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 25TH day of AUGUST 19 42.

My commission expires OCTOBER 5, 1943.

T. W. WRENNE
(Seal)
Notary Public.

U. S. R. S. $2.75

RECEIVED AUGUST 26TH. 1942. AT 12:10 P.M.

(S.M.P.)

NUMBER 850 26 -- TO -- RECORDED AUGUST 27TH. 1942.

STANDARD HOMES, INC., ROBERT S. BRANSFORD, ET UX

INSTALLMENT DEED

Book No. 1235

FOR AND IN CONSIDERATION of the sum of THIRTY-THREE HUNDRED SEVENTY AND NO/100 ($3370.00 DOLLARS of which TWO HUNDRED AND NO/100 ($200.00) ---------- DOLLARS has been paid in cash by ROBERT S. BRANSFORD AND WIFE, EULA WADDY BRANSFORD, the receipt of which is hereby acknowledged, and for the remainder BEING TWENTY-NINE HUNDRED AND NO/100 ($2900.00) ---------- DOLLARS the said

ROBERT S. BRANSFORD AND WIFE, EULA WADDY BRANSFORD HAVE ASSUMED AND AGREE TO PAY A MORTGAGE DUE THE FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF NASHVILLE, IN THE SUM OF $2900.00, WHICH MORTGAGE IS SECURED BY A DEED OF TRUST TO LOUIS R. LINX, TRUSTEE, DATED JULY 2, 1942, AND OF RECORD IN BOOK ___, PAGE ___, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND PAYABLE IN MONTHLY INSTALLMENTS OF $16.12, APPLICABLE TO PRINCIPAL AND INTEREST, PLUS $7.71, WHICH SUM IS THE ESTIMATED AMOUNT OF 1/12 OF THE ANNUAL TAXES, INSURANCE PREMIUMS AND MORTGAGE INSURANCE, AND FOR THE BALANCE BEING IN THE SUM OF $270.00, THE SAID ROBERT S. BRANSFORD AND WIFE, EULA WADDY BRANSFORD HAVE EXECUTED THEIR PROMISSORY NOTE TO STANDARD HOMES, INC., OF EVEN DATE HEREWITH, FOR SAID SUM. SAID $270.00 NOTE BEING PAYABLE IN THIRTY MONTHLY INSTALLMENTS, IN THE SUM OF $9.00 EACH, PLUS INTEREST AT THE RATE OF SIX PER CENT. INTEREST TO BE ADDED TO EACH INSTALLMENT AS PAID. THE FIRST INSTALLMENT BEING DUE ON THE 2ND DAY OF SEPTEMBER, 1942, AND ANOTHER INSTALLMENT BEING DUE ON THE SAME DAY OF EACH MONTH THEREAFTER UNTIL SAID NOTE IS PAID AND PROVIDING FOR THE 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 THIS DAY BARGAINED AND SOLD, AND DOES HEREBY TRANSFER AND CONVEY UNTO THE SAID ROBERT S. BRANSFORD AND WIFE, EULA WADDY BRANSFORD, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING LOT NO. 243 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. 243 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF EDEN STREET.

~~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~~

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

~~heirs and assigns,~~

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

AND RUNS BACK BETWEEN PARALLEL LINES, 150 FEET TO AN ALLEY.

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 SAID REGISTER'S OFFICE, AND TAXES FOR 1942, WHICH HAVE BEEN PRO-RATED AS OF THIS DATE AND ASSUMED BY THE GRANTEES HEREIN.

I declare that I am the true and lawful holder of the claim secured by the within recorded and hereby acknowledge the same to be fully paid and satisfied. This the ___ day of ___, 194_.

By ___, Asst. Cashier

Witness ___

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ROBERT S. BRANSFORD AND WIFE EULA WADDY BRANSFORD, THEIR heirs and assigns, forever, ~~said STANDARD HOMES, INC.~~ covenanting 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. IT further covenant and bind S ITSELF, ITS SUCCESSORS AND ASSIGNS heirs and representatives, to warrant and forever defend the title to said real estate to said ROBERT S. BRANSFORD AND WIFE, EULA WADDY BRANSFORD, 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 at the maturity hereinafter provided, and for the consideration of One Dollar to - in hand paid WE , the said ROBERT S. BRANSFORD AND WIFE, EULA WADDY BRANSFORD 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.