WE , the said H.E. PHILLIPS AND WIFE, PAULINE Y.PHILLIPS , 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 $ 1700.00 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 H.E. PHILLIPS AND WIFE, PAULINE Y.PHILLIPS , 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 H.E. PHILLIPS AND WIFE, PAULINE Y.PHILLIPS, THEIR 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 A.J. LINK SR., 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 BERTHA G. O'NEILL AND HUSBAND, JOHN A. O'NEILL

and H.E. PHILLIPS AND WIFE, PAULINE Y. PHILLIPS , hereunto set our hands at WASHINGTON, D.C. AND/ NASHVILLE, Tennessee, this 3 day of SEPTEMBER , 19 42.

BERTHA G. O'NEILL
JOHN A. O'NEILL
PAULINE Y. PHILLIPS
H.E. PHILLIPS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOE W.RIVES , a Notary Public in and for said County and State, the within named BERTHA G.O'NEILL AND HUSBAND JOHN A. O'NEILL AND PAULINE Y.PHILLIPS

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 9 day of SEPTEMBER 19 42.

My commission expires JULY 6TH 1943

(Seal) JOE W.RIVES
Notary Public.

DISTRICT OF COLUMBIA CITY OF WASHINGTON COUNTY)
STATE OF ~~TENNESSEE, DAVIDSON COUNTY~~.

Personally appeared before me, MARGARET A. HUMPHREYS , a Notary Public in and for said County and State, the within named H.E. PHILLIPS ONE OF THE

the bargainor S , with whom I am personally acquainted, and who acknowledged that HE 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. WASHINGTON, DISTRICT OF COLUMBIA

Witness my hand and official seal at ~~Nashville, Tennessee~~, this 4TH day of SEPTEMBER 19 42.

My commission expires MCH 15 1944

U.S.R.S. $2.20
REC'D SEPT 9,1942 AT 1:40 P.M.

BRIDE MARSHALL & BRUCE CO NASHVILLE

INSTALLMENT DEED

Book No. 1250

FOR AND IN CONSIDERATION of the sum of THIRTY-TWO HUNDRED & FIFTY ($3250.00) / & NO/100 DOLLARS

of which THREE HUNDRED ($300.00) & NO/100 DOLLARS has been paid in cash by FRANK S.CARVER AND WIFE, MARTHA CUMMINS/, the receipt of which is hereby acknowledged, and for the remainder

the said FRANK S.CARVER AND WIFE, MARTHA CUMMINS CARVER, TWENTY-NINE HUNDRED & FIFTY ($2950.00) & NO/100 DOLLARS HAVE ASSUMED AND AGREE TO PAY A NOTE FOR THE SUM OF $1850.00, DATED JUNE 1ST,1942, DUE THREE YEARS AFTER DATE, BEARING INTEREST AT THE RATE OF 5% PER ANNUM , PAYABLE SEMI-ANNUALLY, PAYABLE TO THE ORDER OF A.L. MOORE REALTY COMPANY AND SECURED IN A DEED OF TRUST FROM JOHN F. FRAZER AND WIFE ETHEL MCLEAN FRAZER, TO A.L. MOORE, TRUSTEE, OF RECORD IN BOOK 1016 PAGE 109, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE SAID FRANK S. CARVER AND WIFE MARTHA CUMMINS CARVER HAVE ALSO EXECUTED AND DELIVERED THEIR 46 LIEN PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF JOHN F. FRAZER, THE FIRST 45 OF WHICH ARE FOR THE PRINCIPAL SUM OF $24.00 EACH, AND THE LAST OR 46TH FOR THE PRINCIPAL SUM OF $20.00.HOWEVER, THE INTEREST ON THE WHOLE AMOUNT OUTSTANDING HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE, MAKING THE FIRST ONE FOR THE SUM OF $29.50 AND EACH NOTE THEREAFTER FOR AN AMOUNT 12¢ LESS THAN THE PRECEDING NOTE, EXCEPT THE LAST ONE, WHICH IS FOR THE SUM OF $20.10.
THE FIRST ONE OF SAID SERIES OF 46 NOTES IS DUE OCTOBER 1, 1942, AND THE OTHERS, ONE ON THE FIRST OF EACH MONTH, THEREAFTER UNTIL ALL ARE PAID.

MATURITY

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

WE, JOHN F. FRAZER AND WIFE ETHEL MCLEAN FRAZER

have this day bargained and sold, and do hereby transfer and convey, unto the said MARTHA CUMMINS CARVER, THEIR FRANK S. CARVER AND WIFE, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.27 IN BLOCK "E" ON THE PLAN OF EASTWOOD ADDITION, AS OF RECORD IN BOOK 332, PAGE 63, OF THE REGISTER'S OFFICE FOR SAID COUNTY AND STATE.

SAID LOT NO.27 FRONTS 50 FEET ON THE NORTHERLY SIDE OF JACKSON STREET, NOW EASTLAND AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO ETHEL MCLEAN FRAZER BY DEED FROM I.F. MCLEAN, OF RECORD IN BOOK 534 PAGE 527, R.O.D.C. TENNESSEE.

TAXES FOR THE YEAR 1942 HAVING BEEN PRO RATED FROM DATE OF DEED AND SETTLEMENT HAVING BEEN MADE THEREFOR BY THE GRANTORS, THE GRANTEES HEREIN HEREBY ASSUME AND AGREE TO PAY THE SAME.

June 19 1942 Ethel McLean Frazer

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FRANK S. CARVER AND WIFE MARTHA CUMMINS CARVER, THEIR 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 HEREIN MENTIONED.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said FRANK S. CARVER AND WIFE, MARTHA CUMMINS CARVER, 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 FRANK S. CARVER AND WIFE, MARTHA CUMMINS CARVER do hereby transfer and convey unto CARL CHARD BENZ , 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.