WE , the said FRED R.PRENTIS AND WIFE, CECILE HUNTER PRENTIS , 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 $ 3000.00 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 R.PRENTIS AND WIFE, CECILE HUNTER PRENTIS, , 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 R.PRENTIS AND WIFE, CECILE HUNTER PRENTIS, - 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.E.MALLERNEE,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 CHARLES MADISON JOINER AND WIFE, LOUISE P.JOINER,

and FRED R.PRENTIS AND WIFE, CECILE HUNTER PRENTI_ , hereunto set our hands at NASHVILLE , Tennessee, this the 7TH day of NOVEMBER , 1942 .

CHARLES MADISON JOINER

LOUISE P.JOINER

FRED R. PRENTIS

CECILE HUNTER PRENTIS

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 FRED R.PRENTIS AND WIFE, CECILE HUNTER PRENTIS,

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

X

having appeared before me privately and apart from husband , the said

X , acknowledged the execution of the said instrument to have

X

been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

X

Witness my hand and official seal at Nashville, Tennessee, this 7TH day of NOVEMBER 1942 .

My commission expires APRIL 13, 1944.

(Seal) K.H.MCKEE,
Notary Public.

STATE OF ~~TENNESSEE, DAVIDSON~~ FLORIDA, DADE COUNTY.

Personally appeared before me, W.R.BIRD, a Notary Public in and for said County and State, the within named CHARLES MADISON JOINER AND WIFE, LOUISE P.JOINER,

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

X

having appeared before me privately and apart from husband , the said

X , acknowledged the execution of the said instrument to have

X

been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

X

Witness my hand and official seal at ~~Nashville, Tennessee~~ HOMESTEAD, FLORIDA, this 9TH day of NOVEMBER, 1942.

My commission expires APRIL 5, 1944.

(Seal) W.R.BIRD,
Notary Public.

U.S.R.S. $1.10

RECD NOV. 16, 1942 AT 3:46 P M

INSTALLMENT DEED

Book No. 1250

FOR AND IN CONSIDERATION of the sum of SIXTEEN HUNDRED AND NO/100 DOLLARS

of which ONE HUNDRED FIFTY AND NO/100 DOLLARS has been paid in cash by JOHN BRITTAIN AND WIFE MARY BRITTAIN , the receipt of which is hereby acknowledged, and for the remainder FOURTEEN HUNDRED FIFTY AND NO/100 DOLLARS

the said JOHN BRITTAIN AND WIFE, MARY BRITTAIN

HAVE EXECUTED THEIR 125 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH FOR SIXTEEN DOLLARS EACH, WHICH IS FOR SAID AMOUNT WITH THE INTEREST COMPUTED AND ADDED IN EACH NOTE, PAYABLE TO T. J. MCMORROUGH.

THE FIRST NOTE IS DUE NOVEMBER 15TH. 1942 AND ONE OF SAID NOTES IS DUE ON THE 15TH. OF EACH SUCCEEDING MONTH, THEREAFTER.

I declare that I am the [illegible] by the instrument within recorded, and hereby acknowledge [illegible] and discharge of the lien to secure the same in full. This 22 day of Oct 1950.

Attest: E. B. Wilson II DEPUTY REGISTER

NASHVILLE TRUST CO.
By [signature] ASST. VICE PRES.

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

I, T. J. MCMORROUGH AN UNMARRIED MAN

have this day bargained and sold, and do hereby transfer and convey, unto the said JOHN BRITTAIN AND WIFE, MARY BRITTAIN, - heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING A LOT OF LAND ON THE EAST SIDE OF THIRD AVENUE, SOUTH, FORMERLY SOUTH COLLEGE STREET, BEGINNING AT A POINT 337 FEET SOUTH FROM THE SOUTHERLY MARGIN OF CHESTNUT STREET, AND RUNNING THENCE AT RIGHT ANGLES TO THIRD AVENUE SOUTHEAST 125 FEET, MORE OR LESS, TO THE WESTERLY MARGIN OF AN ALLEY; THENCE ALONG SAID ALLEY SOUTHWARDLY 33 FEET TO A POINT; THENCE AT RIGHT ANGLES AND PARALLEL WITH THE SOUTHERLY MARGIN OF THIRD AVENUE, SOUTH FORMERLY SOUTH COLLEGE STREET; THENCE ALONG THE EASTERLY MARGIN OF THIRD AVENUE, SOUTH 33 FEET TO THE POINT OF BEGINNING, AND BEING THE SAME TRACT OF LAND CONVEYED TO ELIZABETH KEYS BY DEED FROM MAMIE B. EWING AND E. B. EWING, FOUND OF RECORD IN BOOK 505, PAGE 429, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN BRITTAIN AND WIFE, MARY BRITTAIN, THEIR heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN BRITTAIN AND WIFE, MARY BRITTAIN, 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 JOHN BRITTAIN AND WIFE, MARY BRITTAIN

do hereby transfer and convey unto N. P. ELLIS , 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.