I, , the said CHARLES TILLMAN STEWART , 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 $ 1200.00 BOTH FIRE AND TORNADO INS. 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 CHARLES TILLMAN STEWART , 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, IF 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 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. HER 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 CHARLES TILLMAN STEWART, HIS 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 LULA STEWART, 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 GRACIE MAY STEWART JACKSON AND HER HUSBAND EMMIT JACKSON and CHARLES TILLMAN STEWART, at NASHVILLE, Tennessee, this the 8TH day of DECEMBER, 19 42, hereunto set our hands

GRACIE MAY STEWART JACKSON
EMMITT JACKSON
Charles Tillman Stewart

COFFEE
STATE OF TENNESSEE, ~~DAVIDSON~~ COUNTY.

Personally appeared before me, ELDON THOMAS, a Notary Public in and for said County and State, the within named GRACIE MAY STEWART JACKSON AND HER HUSBAND—JACKSON 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 18 day of DEC. 19 42.

My commission expires JAN. 16, 1946.

(Seal) ELDON THOMAS
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRED K. JONES, a Notary Public in and for said County and State, the within named CHARLES TILLMAN STEWART ONE OF the bargainor S, with whom I am personally acquainted, and who acknowledged that HE 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 14TH day of DECEMBER 19 42

My commission expires JAN 10, 1945

(Seal) FRED K JONES,
Notary Public.

U.S.R.S $.55¢

RECEIVED DECEMBER 29TH, 1942 AT 12:01 P.M.
F.C.

INSTALLMENT DEED

Book No. 1250

FOR AND IN CONSIDERATION of the sum of ($1,250.00) ONE THOUSAND, TWO HUNDRED FIFTY AND NO/100 DOLLARS

of which ONE HUNDRED TWENTY FIVE AND NO/100 ($125.00) DOLLARS has been paid in cash by I HATTIE D. BARNES AND WIFE, MARY M. BARNES, the receipt of which is hereby acknowledged, and for the remainder ($1,125.00) ONE THOUSAND, ONE HUNDRED TWENTY FIVE AND NO/100 DOLLARS the said HATTIE D. BARNES AND WIFE, MARY M. BARNES

HAVE EXECUTED THEIR ONE (1) NOTE, BEARING EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF E. S. GARDNER, TRUSTEE, IN THE AMOUNT OF ONE THOUSAND, ONE HUNDRED TWENTY FIVE AND NO/100 ($1,125.00) DOLLARS, IN NINETY-SIX (96) MONTHLY INSTALLMENTS OF FOURTEEN AND 79/100 ($14.79) DOLLARS EACH. EACH OF SAID 96 MONTHLY INSTALLMENTS INCLUDING PRINCIPAL AND INTEREST AT SIX PERCENT. THE FIRST INSTALLMENT OF WHICH IS DUE ON THE 10TH. DAY OF JANUARY, 1943, AND THE OTHERS, DUE MONTHLY THEREAFTER RESPECTIVELY.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 11 day of DEC 1949

Attest: J. P. Wilson DEPUTY REGISTER

NASHVILLE TRUST CO.
By J. W. Williams ASST. VICE PRES.

SAID $1,125.00 NOTE

~~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, E. S. GARDNER, TRUSTEE

have this day bargained and sold, and do hereby transfer and convey, unto the said HATTIE D. BARNES AND WIFE, MARY M. BARNES, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 44 ON THE PLAN OF MAURY AND CLAIBORNE'S ADDITION TO SOUTH NASHVILLE, AS OF RECORD IN BOOK 21, PAGES 84 AND 85, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 44 FRONTS 35 FEET ON THE NORTHERLY SIDE OF GREEN STREET, FORMERLY LEIGH STREET, AND RUNS BACK BETWEEN PARALLEL LINES 165 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO E. S. GARDNER, TRUSTEE, BY DEED FROM LUCY LOVETT CLOPTON, OF RECORD IN BOOK 1247, PAGE 132, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TAXES FOR THE YEAR 1942, ON THE HEREIN ABOVE DESCRIBED PROPERTY, PRO RATED AS OF EVEN DATE HEREWITH, BY AND BETWEEN THE GRANTOR AND GRANTEES, AND ASSUMED BY THE GRANTEES.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HATTIE D. BARNES AND WIFE, MARY M. BARNES, 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, EXCEPT AS SET OUT HEREIN.

I further covenant and bind MYSELF, MY SUCCESSOR ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said HATTIE D. BARNES AND WIFE, MARY M. BARNES, THEIR heirs and assigns, against the lawful claims of all persons. BUT SAID E. S. GARDNER CONVEYS, COVENANTS AND WARRANTS AS TRUSTEE AFORESAID, AND NOT OTHERWISE.

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 ME in hand paid WE, the said HATTIE D. BARNES AND WIFE, MARY M. BARNES

do hereby transfer and convey unto IVO B. MCALISTER, 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.