WE , the said CHARLEY JAMES HAWKINS AND WIFE, SUSIE MOORE HAWKINS , 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 $ 3,000.00 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 CHARLEY JAMES HAWKINS AND WIFE, SUSIE MOORE HAWKINS , 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 - 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 GRANTORS, - 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 LOUIS LEFTWICH, 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 FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION BY ITS DULY AUTHORIZED OFFICERS, AND CHARLEY JAMES HAWKINS AND WIFE, SUSIE MOORE HAWKINS, said - , hereunto set our hands at NASHVILLE , Tennessee, this the - day of - , 19 42

ATTEST:
R. WALKER SMITH,
SECRETARY.

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION
BY J. G. BLAKEMORE, PRESIDENT

CHARLEY JAMES HAWKINS

SUSIE MOORE HAWKINS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARY C. MAMMARELLI , a Notary Public in and for said County and State, the within named CHARLEY JAMES HAWKINS AND WIFE, SUSIE MOORE HAWKINS, 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 11 day of SEPTEMBER 19 42.

My commission expires JULY 9, 1945.

(Seal) MARY C. MAMMARELLI
Notary Public.

CORPORATE ACKNOWLEDGMENT.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
BEFORE ME, MARY C. MAMMARELLI, A NOTARY PUBLIC WITHIN AND FOR THE STATE AND COUNTY, AFORESAID, PERSONALLY APPEARED J. G. BLAKEMORE AND R. WALKER SMITH, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON THEIR SEVERAL OATHS ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY RESPECTIVELY OF THE FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND SECRETARY, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY THESAID J. G. BLAKEMORE AS SUCH PRESIDENT AND ATTESTING THE SAME THE SAID SAID R. WALKER SMITH, AS SUCH SECRETARY. WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE AT NASHVILLE, TENNESSEE, ON THIS THE 11 DAY OF SEPTEMBER, 1942.

(SEAL) MARY C. MAMMARELLI,
NOTARY PUBLIC.

MY COM. EXPIRES: JULY 9, 1945.
U.S.R.S. $3.85
RECEIVED SEPT. 14, 1942, AT 10:33 A.M.

F. H.

INSTALLMENT DEED

Book No. 1257

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED FIFTY ($450.00) AND 00/100 DOLLARS of which TWENTY-FIVE ($25.00) AND 00/100 DOLLARS has been paid in cash by WALTER H. MOPPINS (WIDOWER) , the receipt of which is hereby acknowledged, and for the remainder FOUR HUNDRED TWENTY-FIVE ($425.00)AND 00/100 DOLLARS the said WALTER _ MOPPIN HAS EXECUTED THIS FORTY-ONE PRINCIPAL PROMISSORY NOTES, ONE OF WHICH IS FOR TWENTY-FIVE ($25.00) DOLLARS, THE OTHER FORTY NOTES ARE FOR $10.00 EACH ALL OF ~~SAID NOTE~~ even date WITH THIS INSTRUMENT AND PAYABLE TO ROSA PORTER OR ORDER. THE TWENTY-FIVE ($25.00)DOLLAR NOTE FALLS DUE ON THE 17TH DAY OF OCTOBER, 1941, THE OTHERS, ONE ON THE 17TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL THEY ALL MATURE,

Book 1257 PAGE NO. 141
R.O.D.C. TENN.

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 ,ROSA PORTER (WIDOW)

have this day bargained and sold, and do hereby transfer and convey, unto the said WALTER H. MOPPINS ,HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY,TENNESSEE, BEING THE 25 FEET OFF THE SOUTH SIDE OF LOT NO.131 IN MCGAVOCK, WETMORE AND OTHERS' ADDITION TO NASHVILLE, CALLED THE ADDITION TO THE TOWN OF MCGAVOCK, AS OF RECORD IN PLAN BOOK 21, PAGE 41 REGISTER'S OFFICE FOR SAID COUNTY.

SAID PART OF LOT NO.131 FRONTS 25 FEET ON THE EASTERLY SIDE OF 12TH AVENUE, NORTH, FORMERLY FLORENCE STREET, AND EXTENDS BACK BETWEEN PARALLEL LINES AND WITH THE NORTHERLY MARGIN OF COCKRILL STREET 154 FEET TO AN ALLEY IN THE REAR. BEING THE SAME PROPERTY CONVEYED TO JESSIE PORTER AND WIFE, ROSA PORTER, (JESSIE PORTER HAVING SINCE DIED) BY DEED FROM CHARLES M.PRESTON AND WIFE OF RECORD IN BOOK 573 PAGE 218, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WALTER H. MOPPINS, HIS 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 CITY & CON NOTES S & C TAXES FOR 1940 & 41 WHICH PURCHASER ASSUMES AND SELLER AGREES TO CREDIT. I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said WALTER H. MOPPINS, HIS 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 ME in hand paid I , the said WALTER H. MOPPINS do hereby transfer and convey unto HAYES COLE , 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.