WE , the said MONNIE RINDA POCUS AND HUSBAND, S.E.POCUS, , 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 $ 500.00 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 MONNIE RINDA POCUS AND HUSBAND, S.E.POCUS, , 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, IF 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 MONNIE RINDA POCUS AND HUSBAND, S.E. POCUS, 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 GARNER TRAMMEL, 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 MONNIE RINDA POCUS AND HUSBAND, S.E.POCUS, and LINNIE G. COLLINS AND HUSBAND, W.P.COLLINS, , hereunto set our hands at NASHVILLE, , Tennessee, this the 23 day of SEPT. , 1942 .

LINNIE G.COLLINS

W.P.COLLINS

MONNIE RINDA POCUS.

S.E.POCUS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, DODSON BATSON, , a Notary Public in and for said County and State, the within named MONNIE RINDA POCUS AND HUSBAND, S.E.POCUS AND LINNIE G.COLLINS AND HUSBAND, W.P.COLLINS, 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 having appeared before me privately and X 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. X

Witness my hand and official seal at Nashville, DAVIDSON COUNTY, Tennessee, this 23 day of SEPTEMBER 1942 .

My commission expires APRIL 6, 1946.

(Seal) DODSON BATSON,
Notary Public.

U.S.R.S. $1.10

RECD SEPT. 26, 1942 AT 10:05 A.M.

NUMBER 86604 RECORDED SEPTEMBER 28TH, 1942.

JAMES C.BATES ET UX. -- TO -- ROBERT H. JENNINGS ET UX.

INSTALLMENT DEED

Book No. 1257

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND SEVEN HUNDRED AND NO/100 ($2700.00) DOLLARS of which THREE HUNDRED AND NO/100 ($300.00) DOLLARS has been paid in cash by ROBERT H. JENNINGS AND WIFE CORRIE BOND JENNINGS, the receipt of which is hereby acknowledged, and for the remainder OF TWO THOUSAND FOUR HUNDRED AND NO/100 ($2400.00) DOLLARS the said ROBERT H. JENNINGS AND WIFE CORRIE BOND JENNINGS HAVE ASSUMED THE PAYMENT OF A $1750.00 MORTGAGE DATED APRIL 6, 1942, AND EXECUTED BY JAMES C.BATES AND WIFE MARY LEE BATES , WITH INTEREST AT SIX PER CENT PER ANNUM, SECURED BY DEED OF TRUST CONVEYING THE PROPERTY HEREIN DESCRIBED TO D.P. WRENNE JR. TRUSTEE, AND RECORDED IN BOOK 1073, PAGE 318, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, AND FOR THE BALANCE OF SAID CONSIDERATION, THE SAID ROBERT H. JENNINGS AND WIFE CORRIE BOND JENNINGS HAVE EXECUTED A NOTE OF $650.00 OF EVEN DATE HEREWITH AND PAYABLE IN MONTHLY INSTALLMENTS OF$20.00 EACH WITH INTEREST AT FIVE PER CENT PER ANNUM PAYABLE MONTHLY WITH EACH INSTALLMENT, THE FIRST OF SAID INSTALLMENTS BEING DUE NOVEMBER 1,1942, AND MONTHLY THEREAFTER EXCEPT APRIL AND OCTOBER IN EACH YEAR.

~~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, JAMES C.BATES AND WIFE MARY LEE BATES have this day bargained and sold, and do hereby transfer and convey, unto the said ROBERT H. JENNINGS AND WIFE CORRIE BOND JENNINGS THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.13 ON THE PLAN OF J.R. LOVE'S SUBDIVISION OF THE MASSENGALE TRACT AS OF RECORD IN BOOK 547, PAGE 4, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. SAID LOT NO.13 FRONTS 50 FEET ON THE SOUTH SIDE OF CHICAMAUGA AVENUE, FORMERLY CLEVELAND STREET, AND RUNS BACK BETWEEN LINES 213 FEET, MORE OR LESS ON THE EAST LINE AND 214 FEET MORE OR LESS, ON THE WEST LINE TO AN ALLEY AND SHOWS SO PLAT OF SAID ALLEY; AND BEING THE SAME PROPERTY CONVEYED TO THE UNDERSIGNED JAMES C. BATES AND WIFE MARY LEE BATES BY DEED FROM LILA H.TEGARDEN AND HUSBAND RECORDED IN BOOK 954 PAGE 637, IN SAID REGISTER'S OFFICE

First Certificate of the within fee $.20 Paid

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. This 9 day of June 1943

Jerome C. Byrd DEPUTY REGISTER

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 2 day of Sept 1943

Attest: [illegible] DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ROBERT H. JENNINGS AND WIFE, CORRIE BOND JENNINGS, THEIR, heirs and assigns, forever, and WE DO 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 HEREINABOVE RECITED, WE DO further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ROBERT H. JENNINGS AND WIFE CORRIE BOND JENNINGS 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 ROBERT H.JENNINGS AND WIBE CORRINE BOND JENNINGS, do hereby transfer and convey unto D.P. WRENNE JR. , 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.