WE, the said ROBERT H. JENNINGS AND WIFE, CORRIE BOND JENNINGS. , 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 $ 2500.00 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 ROBERT H. JENNINGS AND WIFE CORRIE BOND JENNINGS, , 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 ROBERT H. JENNINGS AND WIFE CORRIE BOND JENNINGS 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 D.P.WRENNE 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 JAMES C.BATES AND WIFE MARY LEE BATES

and ROBERT H. JENNINGS AND WIFE , CORRIE BOND JENNINGS, , hereunto set our hands

at NASHVILLE , Tennessee, this the 25 day of SEPTEMBER , 19 42 .

JAMES C. BATES
MARY LEE BATES
ROBERT H. JENNINGS JR.
CORRIE BOND JENNINGS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, T.W. WRENNE , a Notary Public in and for said County and State, the within named JAMES C. BATES AND WIFE MARY LEE BATES, AND ROBERT H. JENNINGS AND WIFE CORRIE BOND JENNINGS, 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 25 day of SEPTEMBER 19 42 .

F. C.

My commission expires OCT. 6, 1943

U.S.R.S $3.30

(Seal) T.W. WRENNE
Notary Public.

RECEIVED SEPTEMBER 26TH, 1942. AT 11.15 A.M.

INSTALLMENT DEED

Book No. 1257

FOR AND IN CONSIDERATION of the sum of ($2900.00) TWO THOUSAND NINE HUNDRED AND NO/100 DOLLARS

of which TWO HUNDRED AND NO/100 DOLLARS has been paid in cash by W. E. STURDIVANT AND WIFE, AMANDA STURDIVANT , the receipt of which is hereby acknowledged, and for the remainder A PART OF ($1410.00) ONE THOUSAND FOUR HUNDRED TEN AND NO/100 DOLLARS the said W. E. STURDIVANT AND WIFE, AMANDA STURDIVANT

HAVE EXPRESSLY ASSUMED AND AGREED TO PAY A FIRST MORTGAGE INDEBTEDNESS, ORIGINALLY FOR $2,000.00, NOW IN THE UNPAID PRINCIPAL BALANCE OF $1410.00, AS OF JULY 1, 1942, FULLY DESCRIBED IN AND SECURED BY A DEED OF TRUST TO VIRGIL HALL, TRUSTEE, DATED FEBRUARY 2, 1938, AND PAYABLE IN MONTHLY INSTALLMENTS OF $24.71 EACH, SAID TRUST DEED APPEARING OF RECORD IN BOOK 1852, PAGE 300, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HERE MADE; AND FOR THE REMAINDER OF SAID CONSIDERATION AMOUNTING TO ONE THOUSAND TWO HUNDRED NINETY AND NO/100 DOLLARS ($1290.00) THE SAID GRANTEES HAVE EXECUTED ONE PRINCIPAL INSTALLMENT NOTE, OF EVEN DATE HEREWITH, PAYABLE ONE HUNDRED AND NO/100 DOLLARS ($100.00) ANNUALLY COMMENCING OCTOBER 1, 1943, WITH THE THIRTEENTH INSTALLMENT IN THE SUM OF NINETY AND NO/100 DOLLARS ($90.00), SAID THIRTEENTH INSTALLMENT MATURING OCTOBER 1, 1955, SAID INSTALLMENT NOTE BEARING INTEREST FROM DATE AT THE RATE OF 6% PER ANNUM, PAYABLE ANNUALLY ON THE FIRST DAY OF EACH OCTOBER; SAID INSTALLMENT NOTE IS PAYABLE TO THE ORDER OF C. N. BOSTON,

~~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, C. N. BOSTON AND WIFE, ONA BOSTON

have this day bargained and sold, and do hereby transfer and convey, unto the said W. E. STURDIVANT AND WIFE, AMANDA STURDIVANT, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY 65 FEET OF LOTS NOS. 24, 25 AND 26 ON THE PLOT OF TREVECCA SUBDIVISION OF RENRAW, AS OF RECORD IN BOOK 421, PAGES 72 AND 73, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEING 65 FEET FROM THE NORTHEAST CORNER OF DOUGLAS STREET AND TREVECCA AVENUE; RUNNING THENCE EASTERLY 65 FEET TO AN ALLEY; THENCE NORTHERLY WITH THE WESTERLY MARGIN OF SAID ALLEY 149 FEET TO AN ALLEY IN THE REAR; THENCE WESTWARDLY WITH THE SOUTHERLY MARGIN OF SAID ALLEY 105 FEET, MORE OR LESS, TO A LINE IN SAID ALLEY, BEING 65 FEET, MORE OR LESS, FROM TREVECCA AVENUE; THENCE IN A STRAIGHT LINE IN A SOUTHERLY DIRECTION 175 FEET, MORE OR LESS, TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO C. N. BOSTON AND WIFE, ONA BOSTON, BY DEED FROM JIM BINKLEY AND WIFE, SUSIE BINKLEY, AS OF RECORD IN BOOK 1079, PAGE 541, SAID REGISTER'S OFFICE.

I Declare that I am the true and lawful holder of the note mentioned in the within deed of trust. C. N. Boston

Witness my hand this 27 day of Sept. 1942

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W. E. STURDIVANT AND WIFE, AMANDA STURDIVANT , 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 HEREINBEFORE SET OUT AND TAXES FOR THE YEAR 1942 WHICH -- WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said W. E. STURDIVANT AND WIFE, AMANDA STURDIVANT, 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 W. E. STURDIVANT AND WIFE, AMANDA STURDIVANT do hereby transfer and convey unto MARVIN K. BARRY , 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.