WE , the said ALEX H. NEVILL AND GRACE ELIZABETH NEVILL , 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 $ 2000.00 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 ALEX H. NEVILL AND WIFE, GRACE ELIZABETH NEVILL , 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, or 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 ALEX H. NEVILL AND WIFE, GRACE ELIZABETH NEVILL, 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 H. F. BAKER, 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 MRS. GRACE NELL ALLEN

and ALEX H. NEVILL AND WIFE, GRACE ELIZABETH NEVILL, , hereunto set our hands

at NASHVILLE , Tennessee, this the 1 day of OCT. , 19 42.

GRACE NELL ALLEN

ALEX H. NEVILL

GRACE ELIZABETH NEVILL

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JNO. D. SHARPE , a Notary Public in and for said County and State, the within named MRS. GRACE NELL ALLEN, A WIDOW, AND ALEX H. NEVILL AND WIFE, MRS. GRACE ELIZABETH NEVILL the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And XXX XXX , of the said having appeared before me privately and apart from XXX husband the said, XXX 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. XXX DAVIDSON COUNTY, TENN.

Witness my hand and official seal at Nashville, Tennessee, this 3 day of OCTOBER 1942..

My commission expires JAN. 4 - 1943.

(Seal) JNO. D. SHARPE
Notary Public.

U.S.R.S. $2.75

RECEIVED OCT. 3, 1942, AT 11:32 A.M.

F. E.

V. J.A.E.

INSTALLMENT DEED

Book No. 1257

($3383.65)

FOR AND IN CONSIDERATION of the sum of THIRTY THREE HUNDRED EIGHTY THREE AND 65/100/ DOLLARS of which ONE HUNDRED FIFTY AND NO/100 ($150.00) DOLLARS has been paid in cash by J.C.HOLMES AND WIFE KATIE KINNARD HOLMES , the receipt of which is hereby acknowledged, and for the remainder PART OF TWENTY EIGHT HUNDRED EIGHTY FOUR AND 28/100 ($2884.28) DOLLARS the said J.C. HOLMES AND WIFE KATIE KINNARD HOLMES HAVE ASSUMED AND AGREE TO PAY AN INDEBTEDNESS IN SAID SUM OWING TO FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE ORIGINALLY IN THE SUM OF $2900.00 AND IS SECURED BY A DEED OF TRUST RECORDED IN BOOK 1219, PAGE 145, REGISTER'S OFFICE FOR DAVIDSON COUNTY , TENNESSEE. SAID NOTE IS PAYABLE IN MONTHLY INSTALLMENTS OF $23.95, OF WHICH SAID AMOUNT $16.12 IS APPLICABLE TO PRINCIPAL AND INTEREST, $5.22 TO TAXES , $1.41 TO FIRE AND WINDSTORM INSURANCE PREMIUMS, $1.20 TO MUTUAL MORTGAGE INSURANCE AND FOR THE BALANCE, BEING IN THE SUM OF $349.37, THE SAID J.C. HOLMES AND WIFE KATIE KINNARD HOLMES HAVE EXECUTED THEIR PROMISSORY NOTE TO STANDARD HOMES, INC., OF EVEN DATE, IN SAID SUM, PAYABLE IN 29 EQUAL MONTHLY INSTALLMENTS OF $11.65 EACH AND THE 30TH OR LAST INSTALLMENT IN THE SUM OF $11.52 WITH INTEREST AT THE RATE OF SIX PER CENT PER ANNUM, INTEREST TO BE ADDED TO EACH INSTALLMENT AS PAID. THE FIRST INSTALLMENT TO BE DUE NOVEMBER 3RD, 1942, AND ANOTHER INSTALLMENT ON THE 3RD DAY OF EACH MONTH THEREAFTER UNTIL SAID NOTE IS PAID IN FULL.

SAID 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 STANDARD HOMES, INC., A TENNESSEE CORPORATION HAS ~~have~~ this day bargained and sold, and do hereby transfer and convey, unto the said J.C. HOLMES AND WIFE KATIE KINNARD HOLMES, THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO.232 ON THE MAP OF THE SUBDIVISION OF HEFFERNAN PLACE, AS OF RECORD IN BOOK 161, PAGE 138, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.232 FRONTS 50 FEET ON THE NORTHERLY SIDE OF EDEN STREET, AND RUNS BACK BETWEEN PARALLEL LINES 140 FEET TO AN ALLEY.

BEING PART OF THE PROPERTY CONVEYED TO STANDARD HOMES, INC. BY DEED FROM COWAN LUMBER AND PLANING MILL COMPANY OF RECORD IN BOOK _____ PAGE ____ SAID REGISTER'S OFFICE.

THIS CONVEYANCE IS MADE SUBJECT TO ALL RESTRICTIVE COVENANTS AND EASEMENTS AS ARE APPLICABLE TO THE PROPERTY ABOVE DESCRIBED.

Received for the true and lawful holder of the claim secured by the instrument within, and acknowledge the satisfaction thereof and discharge of the lien to secure the same this 2 day of June 1945

First Peoples Bank
by Hargis Caudle Jno

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J.C. HOLMES AND WIFE KATIE KINNARD HOLMES, heirs and assigns, forever. And IT covenant that IT IS 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 ABOVE STATED AND TAXES FOR 1942 WHICH THE GRANTEES HEREBY ASSUME IT further covenant and bind ITSELF ITS, SUCCESSORS AND ASSIGNS, ~~heirs and representatives~~, to warrant and forever defend the title to said real estate to said J.C.HOLMES AND WIFE KATIE KINNARD HOLMES 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 at maturity~~ INSTALLMENTS, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE , the said J.C.HOLMES AND WIFE KATIE KINNARD HOLMES do hereby transfer and convey unto JAY G. STEPHENSON , 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.