WE, , the said MARSHALL C. PULLEY AND WIFE BESSIE T. PULLEY , 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 $ 1000 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 MARSHALL C. PULLEY AND WIFE BESSIE T. PULLEY , 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 MARSHALL C. PULLEY AND WIFE BESSIE T. PULLEY 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 EUGENE T. BENNETT, 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 O.E. BENNETT AND WIFE MAI ETTA BENNETT

and MARSHALL C. PULLEY AND WIFE BESSIE T. PULLEY , hereunto set our hands

at NASHVILLE , Tennessee, this the 10TH day of NOVEMBER , 19 35.

O.E. BENNETT,

MRS. MAI ETTA BENNETT

MARSHALL C. PULLEY

BESSIE T. PULLEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LAWRENCE SPERRY , a Notary Public in and for said County and State, the within named O.E. BENNETT, AND WIFE MAI ETTA BENNETT AND MARSHLL C. PULLEY AND WIFE BESSIE T. PULLEY the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MAI ETTA BENNETT AND BESSIE T. PULLEY WIVES , of the said O.E. BENNETT AND MARSHALL C. PULLEY having appeared before me privately and apart from THEIR husband S , the said MAI ETTA BENNETT AND BESSIE T. PULLEY , acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 10TH day of DECEMBER 19 35..

My commission expires JULY 8, 1936. U.S.R.S $1.00 (Seal) LAWRENCE SPERRY

Notary Public.

RECEIVED OCT. 18TH, 1942 AT 10;40 A.M.

F.C.

NUMBER 87481 RECORDED OCT 19,1942 H.O. LOONEY ET UX TO H.P.MCCARVER ET UX

INSTALLMENT DEED

Book No. 1257

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND AND NO/100 ($2000.00) DOLLARS

of which THIRTY FIVE AND NO/100 ($35.00) DOLLARS has been paid in cash by

H.P.MCCARVER AND WIFE, MARY MCCARVER , the receipt of which is hereby acknowledged, and for the remainder

NINETEEN NUNDRED SEVENTY FIVE DOLLARS ($1975.00) DOLLARS

the said H.P.MCCARVER AND WIFE, MARY MCCARVER, HAVE EXECUTED THEIR 80 JOINT PROMISSORY NOTES IN THE PRINCIPAL SUM OF $25.00 EACH ON WHICH THE INTEREST AT THE RATE OF 6 PER CENT PER ANNUM HAS BEEN COMPUTED AND ADDED TO THE FACE OF EACH NOTE IN DECREASING PAYMENTS, THE FIRST NOTE BEING FOR $35.00, WHICH HAS BEEN ACCEPTED AS CASH PAYMENT ON WHICH THE INTEREST WAS ADDED, AND THE OTHERS DECREASING 12 CENTS ONE MONTH AND 13 CENTS THE NEXT MONTH, ALL PAYABLE TO THE ORDER OF H.O. LOONEY AND WIFE, BESSIE LOONEY AND ARE DUE AND PAYABLE MONTHLY. SECOND ONE OF SAID NOTES BEARS DUE AND PAYABLE ON OR BEFORE NOVEMBER 10TH. 1942 AND IS FOR THE SUM OF $34.88 AND ONE EACH THEREAFTER ON OR BEFORE THE 10TH. DAY OF EACH MONTH.

MATURITY

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, H.O.LOONEY AND WIFE, BESSIE LOONEY

have this day bargained and sold, and do hereby transfer and convey, unto the said H.P.MCCARVER AND WIFE, MARY MCCARVER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.11 ON THE PLAN OF CHESTERFIELD PLACE AS OF RECORD IN BOOK 332, PAGE 147, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO.11 FRONTS 50.6 FEET ON THE SOUTHERLY SIDE OF CHESTERFIELD AVENUE AND RUNS BACK 234.7 FEET ON THE WEST LINE AND 245 FEET ON THE EAST LINE TO AN ALLEY SHOWN ON SAID PLAN AND SHOWS 50 FEET ON SAID ALLEY AND IS THE SAME PROPERTY CONVEYED TO E.E. MURREY, TRUSTEE TO THE FISK UNIVERSITY, INCORPORATED, ITS SUCCESSORS AND ASSIGNS, AS OF RECORD IN BOOK 1021 PAGE 12, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND ALSO THE SAME PROPERTY CONVEYED TO H.O. LOONEY AND WIFE, BESSIE LOONEY, W ICH IS A MATTER OF RECORD IN BOOK 1058 PAGE 209, R.O.D.C. TENN.

I declare that I am the true and lawful holder of the claim secured by the within instrument within recorded, and hereby acknowledge the satisfaction thereof and the release of the lien to secure the same in full. This 2 day of Nov. 1942 H.O. Looney

Attest: [illegible] DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said H.P. MCCARVER AND WIFE, MARY MCCARVER, 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said H.P.MCCARVER AND WIFE, MARY MCCARVER, 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 H.P. LOONERY AND WIFE, BESSIE LOONEY AND H.P.MCCARVER AND WIFE, MARY MCCARVER do hereby transfer and convey unto C.G. BOLTON , 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.