I , the said CHARLES TILLMAN STEWART , 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 $ 1200.00 BOTH FIRE & TORNADO INS 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.

I 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 I 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 I , the said CHARLES TILLMAN STEWART , 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 I 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 I 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.

I 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 HER. I 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 CHARLES TILLMAN STEWART, HIS 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 LULA STEWART 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 ANDREW L.STEWART AND WIFE MARY BELL STEWART and CHARLES TILLMAN STEWART , hereunto set our hands at NASHVILLE, , Tennessee, this the 8TH day of DEC. , 19 42.

ANDREW.LELAND STEWART
MARY BELLE STEWART
CHARLIE TILLMAN STEWART

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRED K.JONES, , a Notary Public in and for said County and State, the within named ANDREW L.STEWART AND WIFE, MARY BELL STEWART, AND CHARLES TILLMAN STEWART 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 apart from X 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.

Witness my hand and official seal at Nashville, Tennessee, this 8 day of DECEMBER 19 42.

My commission expires JAN.10, 1945.

(Seal) FRED K.JONES,
Notary Public.

U.S.R.S. $0.55

RECD DEC. 14, 1942 AT 2:12 P M

E. E.

INSTALLMENT DEED

Book No. 1257

FOR AND IN CONSIDERATION of the sum of THIRTY THREE HUNDRED SEVENTY NINE AND 70/100 / ($3379.70) DOLLARS of which TWO HUNDRED AND NO/100 - - - - ($200.00) - - - - DOLLARS has been paid in cash by PART OF HARRISON L.WARREN AND WIFE, KATIE JENKINS WARREN, the receipt of which is hereby acknowledged, and for the remainder TWENTY EIGHT HUNDRED SEVENTY THREE AND 66/100 - - ($2873.66) DOLLARS the said HARRISON L.WARREN AND WIFE, KATIE JENKINS WARREN,

HAVE ASSUMED AND AGREE TO PAY AN INDEBTEDNESS IN SAID SUM OWING TO FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE, WHICH INCLUDES INTEREST TO DECEMBER 31ST, 1942. SAID INDEBTEDNESS BEING THE BALANCE OWING ON A MORTGAGE NOTE ORIGINALLY IN THE SUM OF $2900.00, WHICH SAID NOTE IS SECURED BY A DEED OF TRUST RECORDED IN BOOK 1219, PAGE 141, REGISTERS 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 $306.04, THE SAID HARRISON L.WARREN AND WIFE, KATIE JENKINS WARREN HAVE EXECUTED THEIR PROMISSORY NOTE TO STANDARD HOMES, INC., OF EVEN DATE HEREWITH, IN SAID SUM, PAYABLE IN TWENTY-NINE EQUAL MONTHLY INSTALLMENTS OF $10.20 EACH, AND THE THIRTIETH, OR LAST INSTLLMENT IN THE SUM OF $10.24, WITH INTEREST AT THE RATE OF SIX PER CENT PER ANNUM. INTEREST IS TO BE ADDED TO EACH INSTALLMENT AS PAID. THE FIRST INSTALLMENT TO BE DUE JANUARY 10TH, 1943, AND ANOTHER INSTALLMENT TO BE DUE ON THE 10TH 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 HARRISON L.WARREN AND WIFE, KATIE JENKINS WARREN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.227 ON THE MAP OF THE SUBDIVISION OF HEFFERNAN PLACE, AS OF RECORD IN BOOK 161, PAGE 138, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO.227 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 EDWARD LUMBER AND PLANING MILL COMPANY, OF RECORD IN BOOK ___, PAGE ___, SAID REGISTERS OFFICE.

IN ADDITION TO THE ABOVE CONVEYANCE THE GRANTOR HEREIN HEREBY TRANSFERS TO THE GRANTEES ALL FUNDS HELD IN ESCROW FOR THE FUTURE PAYMENT OF TAXES AND INSURANCE PREMIUMS IN CONNECTION WITH THE ABOVE MENTIONED DEED OF TRUST.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HARRISON L.WARREN AND WIFE, KATIE JENKINS WARREN, THEIR heirs and assigns forever, IT covenants 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 HEREINBEFORE STATED.

IT further covenants and binds ITSELF, ITS SUCCESSORS AND ASSIGNS, ~~heirs and representatives,~~ to warrant and forever defend the title to said real estate to said HARRISON L.WARREN AND WIFE, KATIE JENKINS WARREN, 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~~ INSTALLMENTS as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE , the said HARRISON L.WARREN AND WIFE, KATIE JENKINS WARREN do hereby transfer and convey unto J.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.

State of Tennessee, County of Davidson. I, W. Louis Paine, Register of the County aforesaid, do hereby certify that the within instrument was filed for record on the 15th day of December, 1942 at 2:12 P.M. and is duly recorded in Book 1257, page 273 to 276. Witness my hand and seal of office this 15th day of December, 1942. W. Louis Paine, Register. By J. E. Carew, Deputy Register. Fees: First Teasurer's receipt No. 89549 $1.00. Charge of the list to State $0.55. Attest: