WE , the said ALFRED STEPHENS, AND WIFE LENA MAI STEPHENS, AND WINDSTORM , 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 $ SATISFACTORY TO SAID COMPANY 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 ALFRED STEPHENS, AND WIFE LENA MAI STEPHENS, , 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 ALFRED STEPHENS, AND WIFE LENA MAI STEPHENS, representatives or assigns. IT IS AGREED THAT IF SAID PROPERTY IS SOLD UNDER THIS INSTRUMENT WE OR ANY PERSON HOLDING UNDER US SHALL AT ONCE BECOME AND BE THE TENANT OR TENANTS AT WILL OF THE P PURCHASER THEREUNDER, AND SHALL BE REMOVED BY WRIT OF UNLAWFUL DETAINER AT ANY TIME AFTER DEMAND FOR POSSESSION IS MADE. THERE IS EXCLUDED FROM THE ABOVE COVENANTS OF WARRANTY AND G AGAINST ENCUMBRANCES THE PUBLIC SEWER CORSSING THE PROPERTY, WHICH IS FOR THE COMMON USE OF THIS AND ALL OTHER PROPERTY TOUCHING SAME.

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 P.M. ESTES 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 LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE and ALFRED STEPHENS AND LENA MAI STEPHENS, , hereunto set our hands at NASHVILLE , Tennessee, this the 1ST day of JULY , 19 42.

(SEAL) LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE.
C.M. HERRON,
VICE PRESIDENT

ATTEST
E.R. DERRYBERRY
SECRETARY.

ALFRED STEPHENS
LENA MAI STEPHENS,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, THOS. H. PATTON , a Notary Public in and for said County and State, the within named ALFRED STEPHENS, AND WIFE LENA MAI STEPHENS, 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 27 day of JULY 19 42.

My commission expires JULY 22, 1944

(Seal) THOS. H. PATTON
Notary Public.

STATE OF TENNESSEE.
COUNTY OF DAVIDSON

BEFORE ME MRS. ELIZABETH GENTRY A NOTARY PUBLIC IN AND FOR SAID STATE, AND COUNTY, PERSONALLY APPEARED C. M. HERRON AND E.R. DERRYBERRY WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ON OATH ACKNOWLEDGED THEMSELVES TO BE THE VICE PRESIDENT AND SECRETARY OF THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, INCORPORATED, THE WITHIN NAMED BARGAINOR A CORPORATION, AND THAT THEY AS SUCH VICE PRESIDENT AND SECRETARY BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY C.M. HERRON AS VICE PRESIDENT AND ATTESTING THE SAME BY E.R DERRYBERRY, AS SECRETARY.
WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE IN NASHVILLE, TENNESSEE, THE 14 DAY OF DECEMBER 1942.
(SEAL)

MRS. ELIZABETH GENTRY
NOTARY PUBLIC

MY COMMISSION EXPIRES JULY 8, 1945.
U.S.R.S. $.55¢
RECEIVED DECEMBER 16TH, 1942. AT 11;11 A.M.
E.C.

NUMBER 89627 RECORDED DEC 17, 1942 LIFE & CASUALTY INS CO OF TENN TO JOE KINZER ET UX

INSTALLMENT DEED

Book No. 1257

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED AND NO/100 DOLLARS

of which FIFTY AND NO/100 DOLLARS has been paid in cash by JOE KINZER AND WIFE, MARGARET KINZER, the receipt of which is hereby acknowledged, and for the remainder TWO HUNDRED FIFTY AND NO/100 DOLLARS the said JOE KINZER AND WIFE, MARGARET KINZER HAVE EXECUTED THEIR PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE AS FOLLOWS:

FIFTY (50)DOLLARS, ON THE FIRST DAY OF JANUARY, 1943;
FIFTY (50)DOLLARS, ON THE FIRST DAY OF JANUARY, 1944;
FIFT (50)DOLLARS, ON THE FIRST DAY OF JANUARY, 1945;
FIFTY (50)DOLLARS, ON THE FIRST DAY OF JANUARY, 1946;
FIFTY (50) DOLLARS, ON THE FIRST DAY OF JAN. 1947

WITH INTEREST ON EACH INSTALMENT FROM DATE, AT THE RATE OF SIX (6) PER CENT PER ANNUM, PAYABLE AT THE MATURITY DATE OF SUCH INSTALLMENT.

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 23 day of Jan 1947.

Attest J. P. Wilson DEPUTY REGISTER

Life & Casualty Ins. Co of Tenn
By Geo Parrish-T
Treas

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, THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE,

have this day bargained and sold, and do hereby transfer and convey, unto the said JOE KINZER AND WIFE, MARGARET KINZER THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS 7 AND 8, BLOCK 21, DABBS AND ELLIOTT SUBDIVISION, AS PER PLAN OF SAID SUBDIVISION, RECORDED IN BOOK 547 PAGE 127, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

SAID LOTS 7 AND 8 FRONT 50 FEET EACH ON THE WESTERLY SIDE OF 28TH STREET AND RUN BACK BETWEEN PARALLEL LINES 144 FEET TO A TEN FOOT ALLEY IN THE REAR.

BEING PART OF THE SAME PROPERTY CONVEYED BY DEED OF A.M. BURTON, TRUSTEE, TO THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, DATED JANUARY 6, 1932, AND RECORDED IN BOOK 895 PAGE 572, SAID REGISTER'S OFFICE.

THE PURCHASER IS HEREBY GRANTED THE PRIVILEGE OF MAKING TWO, ONE-HALF INCH WATER TAP CONNECTION TO THE WATER LINE OF THE DUPONTONIA WATER COMPANY ADJACENT TO THE ABOVE DESCRIBED PROPERTY AND AGREES TO ACCEPT AND PERMIT THE INSTALLATION OF ONE STANDARD WATER METER TO BE FURNISHED AND INSTALLED BY THE DUPONTONIA WATER COMPANY AND PAID FOR BY THE PURCHASER. ALL INSTALLATION AND CONNECTION CHARGES OF MAKING THE ONE-HALF INCH CONNECTION AND INSTALLING THE METER IS TO BE BORNE BY AND PAID BY THE PURCHASER, AND THE PURCHASER AGREES FOR THEMSELVES THEIR HEIRS AND ASSIGNS TO PAY THE DUPONTONIA WATER COMPANY FOR ALL WATER PASSING THROUGH THE METER AT RATES ESTABLISHED BY THE DUPONTONIA WATER COMPANY, ITS SUCCESSORS OR ASSIGNS.

ALL TAXES FOR 1942 TO BE PRO RATED AS OF DATE OF THIS DEED.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOE KINZER AND WIFE, MARGARET KINZER, 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/ SUCCESSORS ASSIGNS heirs and representatives, to warrant and forever defend the title to said real estate to said JOE KINZER AND WIFE, MARGARET KINZER 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 JOE KINZER AND WIFE, MARGARET KINZER do hereby transfer and convey unto P.M. ESTES, 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.