A. J. LINX, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said HARRY L. THOMASON do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured against the hazards of fire and windstorm in some reliable insurance company or companies for at least the sum of $ 1250.00 until the note herein secured is 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 note, as its or his interest may appear.

In addition to the installments to be paid upon said note, applicable to principal and interest, I, the said HARRY L. THOMASON also agree to pay to the holder of said note each month, 1/12 of the estimated annual aggregate of State, County, and City taxes, or any special assessments made against said property, and 1/12 or 1/36 of premiums for fire and windstorm insurance, dependent upon whether the policies are written for one or three years, which we are required to pay as herein otherwise provided, and the holder of said note agrees to hold said sums so paid to it in trust, and to apply the same to the payment of taxes and insurance premiums as the same become due; as of this date, it is estimated that the sum of $ 4.68 is the amount necessary to pay said items, but it is understood that adjustments of the monthly installment will be made from time to time as may be required; and, the right of the holder of said note to declare a default and foreclose, as herein provided, shall equally apply to defaults in the payment of said monthly installments for the payment of taxes and insurance.

I further agree to keep the improvements on said property in good repair and preservation, and to pay all tax and insurance installments 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 note may do any or all of these things, and charge and treat the sum or sums so advanced or expended as part of the indebtedness secured herein, the same to bear interest from the date of such advance or payment.

Now if I the said HARRY L. THOMASON shall make the payments on said note aforesaid when due, according to its 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 installments or part thereof, promptly at maturity or if, failing to pay tax and insurance payments, keep up repairs or keep said premises insured as herein provided; I fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest so advanced or expended by said Trustee, or lawful owner and holder of said note, and such default shall continue for thirty days, then this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said note, the entire balance remaining unpaid 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 front 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 the 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. 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 endorsement of said lien; also the expenses of any such litigation.

2nd. To the payment of all unpaid taxes and insurance premiums.

3rd. To the payment of the balance due on the note 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 HARRY L. THOMASON representatives or assigns.

In case of the death, absence, resignation, inability or refusal to act of said Trustee, or any successor Trustee, at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien 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 A. J. LINX, Trustee, shall be vested in said successor.

Said Trustee or his successor shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

In Witness Whereof, said First Federal Savings and Loan Association of Nashville has caused its name to be signed by its duly authorized officers and its corporate seal affixed, and ~~we~~ I, HARRY L. THOMASON hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of MAY, 19 44.

(Seal.) FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE

By HARRY A. LUCK, President.

By LOUIS R. LINX, Secretary.

HARRY L. THOMASON

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, ETHEL B. DAVIS, a Notary Public of the State and County aforesaid, personally appeared Harry A. Luck and Louis R. Linx, with whom I am personally acquainted and who upon oath acknowledged themselves to be President and Secretary, respectively, of the First Federal Savings & Loan Association of Nashville, the within named bargainor, a corporation, and that they as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by the said Harry A. Luck and Louis R. Linx signing the name of the corporation by themselves as President and Secretary, respectively, and by affixing the corporate seal.

Witness my hand and seal at office in Nashville, Tennessee, this 7TH day of JULY, 1944.

My commission expires JULY 5, 1948

(Seal.) ETHEL B. DAVIS
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, --, a Notary Public in and for said County and State, the within named HARRY L. THOMASON, AN UNMARRIED MAN, the bargainor, with whom I am personally acquainted, and who acknowledged that HE executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 7TH day of JULY, 1944.

Commission expires JULY 5, 1948

(Seal.) ETHEL B. DAVIS
Notary Public.

U.S.R.S. $2.20

REC'D JULY 7, 1944 AT 3:37 P.M.

CM

GOOCH, MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

BOOK NO. 1262

For and in consideration of the sum of ($2,000.00)
TWO THOUSAND AND NO/100 - Dollars,
of which FIVE HUNDRED THREE AND 40/100 - - - - - - - - - - - - - - - - - Dollars,
has been paid in cash by HENRY T. BALCH AND WIFE, CLARA M.BALCH the receipt of which is hereby acknowledged,
and for the remainder ($1496.60) ONE THOUSAND FOUR HUNDRED NINETY-SIX AND 60/100 - Dollars,
the said HENRY T. BALCH AND WIFE, CLARA M. BALCH ha VE

HAVE EXECUTED AND DELIVERED THEIR JOINT PROMISSORY NOTE IN THE PRINCIPAL SUM OF $1496.60, PAYABLE TO THE FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE. SAID NOTE IS OF EVEN DATE HEREWITH, AND IS PAYABLE IN MONTHLY INSTALLMENTS OF $20.00 PER MONTH, THE FIRST PAYMENT BEING DUE MAY 1, 1944, AND ANOTHER PAYMENT ON THE SAME DAY OF EACH SUCCEEDING MONTH UNTIL SAID DEBT, WITH INTEREST IS PAID IN FULL. PAYMENTS WILL BE APPLIED FIRST TO THE INTEREST ON THE UNPAID BALANCE, AND THE REMAINDER TO PRINCIPAL UNTIL THE DEBT IS PAID IN FULL. EXTRA PAYMENTS MAY BE MADE AT ANY TIME AND INTEREST WILL BE CHARGED ONLY ON THE UNPAID BALANCE.

Said note bears six per cent interest from date, and provides for the payment of attorney's fees, and to secure the payment of said note, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed. Said First Federal Savings and Loan Association of Nashville, a savings and loan association chartered under the laws of the United States, has this day bargained and sold, and does hereby transfer and convey unto the said HENRY T. BALCH AND WIFE, CLARA M.BALCH,

heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF BLOCK NO. 5 ON THE REALTY SAVINGS BANK & TRUST COMPANY'S REVISED PLAN OF WEST EXTENSION OF THE CHARLOTTE PARK COMPANY'S FIRST ADDITION TO NASHVILLE, AS OF RECORD IN BOOK 421, PAGE 18, OF THE REGISTERS OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHERLY MARGIN OF ELKINS AVENUE, FORMERLY SECOND AVENUE, AT A POINT 310 FEET EAST OF THE NORTHEAST CORNER OF SAID AVENUE AND RICHLAND AVENUE, SAID POINT BEING 40 FEET EAST OF THE SOUTHEAST CORNER OF A PART OF SAID LOT BELONGING TO LOVELL; RUNNING EASTERLY WITH THE NORTHERLY MARGIN OF ELKINS AVENUE 40 FEET; THENCE NORTHERLY AND PARALLEL WITH LOVELL'S EAST LINE 150 FEET TO A DEAD LINE; THENCE WESTERLY PARALLEL WITH ELKINS AVENUE 40 FEET; THENCE SOUTHERLY AND PARALLEL WITH LOVELL'S EAST LINE 150 FEET TO THE BEGINNING.

BEING PART OF THE PROPERTY CONVEYED TO THE FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF NASHVILLE, BY DEED FROM NASHVILLE BUILDING & LOAN ASSOCIATION, OF RECORD IN BOOK 1207, PAGE 554, SAID REGISTERS OFFICE.

Including also all heating, plumbing and lighting fixtures, door and window screens, shades and equipment now or hereafter attached to or used in connection with the real estate herein described.

To Have and to Hold said real estate with the appurtenances, estate, title and interest thereto belonging to the said HENRY T.BALCH AND WIFE, CLARA M.BALCH, their heirs and assigns, forever. Said First Federal Savings and Loan Association of Nashville warrants that it has not done or suffered anything to be done by any person claiming by, through or under it, whereby said real estate has been encumbered in any way; but it does not warrant further or otherwise. The property is encumbered by TAXES FOR THE YEAR 1944, WHICH THE PURCHASERS HEREIN HAVE ASSUMED AND AGREED TO PAY.

Said First Federal Savings and Loan Association of Nashville covenants and binds itself, its successors and assigns, to warrant and forever defend the title as herein conveyed and warranted, to said real estate to the said HENRY T. BALCH AND WIFE, CLARA M.BALCH their heirs and assigns, against the lawful claims of all persons whomsoever.

And now, for the purpose of better and more effectually securing the payment of said lien note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said note or any installment due thereunder as they mature, as herein provided, and for the consideration of One Dollar, to us in hand paid, WE, the said HENRY T. BALCH AND WIFE, CLARA M. BALCH, do hereby transfer and convey unto

Said lien note has been fully paid, and the holder of said note requests the Trustee to execute a release of the lien thereof and discharge of the lien to secure the same.

This 10th day of July, 1945.

Fidelity Federal Savings & Loan Assn.
by Harry A. Luck Pres.