-- , the said --- , 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 $ --- 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.

-- 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 MRS. JENNIE B. SULLIVAN, , 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 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 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 MRS. JENNIE B. SULLIVAN, HER 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 WARNER B. JONES, 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 L.M. EZELL AND WIFE, MONTEREY SOPER EZELL, and MRS. JENNIE B. SULLIVAN, , hereunto set our hands at NASHVILLE, , Tennessee, this the 8TH day of SEPT. , 19 39.

L.M. EZELL

MONTEREY SOPER EZELL

MRS. JENNIE B. SULLIVAN

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 L.M. EZELL AND WIFE, MONTEREY SOPER EZELL AND MRS. JENNIE B. SULLIVAN, 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 X having appeared before me privately and apart from husband , the said X , acknowledged the execution of the said instrument to have X 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 19TH day of SEPT. 19 39.

My commission expires OCT. 15TH, 1939.

(Seal) FRED K. JONES,
Notary Public.

RECD JAN. 27, 1943 AT 10:15 A.M.

NUMBER 91023 — RECORDED JAN 27, 1943 T.J. HIGDON, ET UX TO J.H. RABY, ET UX

MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1264

FOR AND IN CONSIDERATION of the sum of TWENTY FIVE HUNDRED FIFTY AND NO/100 ($2550.00) DOLLARS of which SEVENTEEN HUNDRED FIFTY AND NO/100 ($1750.00) DOLLARS has been paid in cash by J.H. RABY AND WIFE, MARIE RABY , the receipt of which is hereby acknowledged, and for the remainder EIGHT HUNDRED AND NO/100 ($800.00) DOLLARS the said J.H. RABY AND WIFE, MARIE RABY HAVE EXECUTED AND DELIVERED THEIR JOINT 59 MONTHLY PROMISSORY NOTES OF EVEN DATE PAYABLE TO THE ORDER OF T.J. HIGDON AND WIFE, HELEN B. HIGDON. NOTES NOS.1 AND 2 ARE IN THE SUM OF $12.00 EACH, NOTE NO.3 IS IN THE SUM OF $100.00. NOTE NO.4 AND ALL OF THE REMAINING NOTES ARE IN THE SUM OF $12.00 EACH EXCEPT THE LAST OR 59TH NOTE IS FOR $16.00. THE FIRST NOTE IS DUE AND PAYABLE FEBRUARY 20TH, 1943 AND ANOTHER NOTE IS DUE AND PAYABLE ON THE SAME DAY OF EACH MONTH THEREAFTER UNTIL ALL OF SAID NOTES HAVE MATURED. ALL OF SAID NOTES ARE PAYABLE" ON OR BEFORE" AND BEAR INTEREST FROM DATE AT THE RATE OF SIX PER CENT PER ANNUM AND PROVIDE FOR THE 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, BUT SAID LIEN IS A SECOND LIEN THE SAME BEING SUBORDINATE AND INFERIOR TO A LIEN SECURING FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE THE PAYMENT OF THE SUM OF $1550.00,, EVIDENCED BY A DEED OF TRUST OF EVEN DATE TO LOUIS R. LINX, TRUSTEE.

I [illegible] a series of 59 notes secured by [illegible] acknowledge the satisfaction thereof and discharge of [illegible] 31 day of March 1947
Third Natl. Bank
W [illegible] Asst. Cash.
Attest J. P. Wilson DEPUTY REGISTER

all [illegible]

WE, T.J. HIGDON AND WIFE, HELEN B. HIGDON have this day bargained and sold, and do hereby transfer and convey, unto the said J.H. RABY AND WIFE, MARIE RABY, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE WESTERLY 40 FEET OF LOT NO.408 AND THE EASTERLY 35 FEET OF LOT NO.410 OF BLOCK 20, ON THE PLAN OF CHARLOTTE PARK COMPANY'S FIRST ADDITION TO NASHVILLE, AS OF RECORD IN BOOK 57, PAGE 103, REGISTER'S OFFICE FOR SAID COUNTY. SAID PARTS OF LOTS NOS.408 AND 410 FRONT TOGETHER 75 FEET ON THE SOUTHERLY SIDE OF NEVADA AVENUE, FORMERLY 3RD STREET, AND RUN BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO T.J. HIGDON AND WIFE, HELEN B. HIGDON BY DEED FROM COMMERCE UNION BANK, DATED AUGUST 30TH, 1932, AND RECORDED IN BOOK 910 PAGE 70, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J.H. RABY AND WIFE, MARIE RABY, 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. EXCEPT TAXES FOR 1943 WHICH HAVE BEEN PRO-RATED AND ASSUMED BY THE GRANTEES. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said J.H. RABY AND WIFE, MARIE RABY 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 J.H. RABY AND WIFE, MARIE RABY do hereby transfer and convey unto A.J. LINX , 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.