WE , the said ODUS MIDGETT AND WIFE CARRIE RITTENBERRY MIDGETT, , 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 $ 750.00 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 ODUS MIDGETT AND WIFE, CARRIE RITTENBERRY MIDGETT, , 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 ODUS MIDGETT AND WIFE CARRIE RITTENBERRY MIDGETT, 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 J.L.GHEE, 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 EDGAR J.DENSON AND WIFE STELLA MAI WEBB DENSON and ODUS MIDGETT AND WIFE CARRIE RITTENBERRY MIDGETT, , hereunto set our hands at NASHVILLE , Tennessee, this the 4TH day of FEBRUARY , 19 43.

EDGAR J.DENSON

STELLA MAY WEBB DENSON

ODUS MIDGETT,

CARRIE RITTENBERRY MIDGETT,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ELIZABETH S. SHACKLETT, , a Notary Public in and for said County and State, the within named EDGAR J. DENSON AND WIFE STELLA MAI WEBB DENSON AND ODUS MIDGETT AND WIFE CARRIE RITTENBERRY MIDGETT, 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 4TH day of FEBRUARY 19 43.

My commission expires APRIL 6, 1946.

(Seal) ELIZABETH S. SHACKLETT
Notary Public.

U.S.R.S $.55¢

RECD FEBRUARY 5TH, 1943 AT 3;15 P.M.

F.C.

51816 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1264

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND ($4000.00) DOLLARS of which ONE THOUSAND FIVE HUNDRED ($1500.00) DOLLARS has been paid in cash by DEWEY VANCE AND WIFE, VELMA VANCE , the receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND FIVE HUNDRED ($2500.00) DOLLARS the said DEWEY VANCE HAS EXECUTED A PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF $2500.00) OF EVEN DATE HEREWITH AND PAYABLE $250.00 SIX MONTHS FROM DATE AND A PAYMENT IN A LIKE AMOUNT EVERY SIX MONTHS THEREAFTER AND THE ENTIRE BALANCE IS DUE FIVE YEARS FROM DATE AND SAID NOTE SHALL BEAR INTEREST AT THE RATE OF 4% PER ANNUM AND THE INTEREST ON THE UNPAID BALANCE SHALL BE PAID SEMI-ANNUALLY AND ON THE SAME DAY THAT THE PRINCIPAL PAYMENTS ARE DUE, AND SAID NOTE SHALL PROVIDE FOR PAYMENT OF ATTORNEY'S FEES AND IT IS AGREED THAT SAID NOTE SHALL BE DATED DECEMBER 2ND, 1942, THE DATE OF THE CONTRACT WHICH IS EXHIBIT "1" TO THE ORIGINAL BILL IN THE COUNTY COURT OF DAVIDSON COUNTY, TENNESSEE, AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST, AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED,

WE, HENRY R. PERRY, EXECUTOR DBN OF THE ESTATE OF ALEX PERRY AND COLEMAN PERRY, A MINOR, ACTING THROUGH WILSON WEST, A COMMISSIONER OF THE COUNTY COURT OF DAVIDSON COUNTY, TENNESSEE HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY ~~UNTO THE SAID DEWEY~~ VANCE AND WIFE, VELMA VANCE, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

AND

~~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.~~

~~have this day bargained and sold, and do hereby transfer and convey, unto the said~~

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

PROPERTY IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS: LOTS NOS.10 AND 11 ON THE MAP OF C.L. RIDLEY'S RESUBDIVISION OF BLOCKS NOS.8 AND 9 IN THE OLD WAVERLY PLAN, AS OF RECORD IN BOOK NO.57, PAGE 167, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. EACH OF SAID LOTS ORIGINALLY FRONTED 47 FEET ON THE NORTHERLY SIDE OF BENTON AVENUE, FORMERLY SOUTH JEFFERSON STREET, AND RAN BACK BETWEEN PARALLEL LINES 171 FEET TO THE MIDDLE OF WHAT WAS A 15 FOOT ALLEY, WHICH IS NOW CLOSED. HOWEVER, A STRIP OF LAND 2 FEET WIDE OFF THE EAST SIDE THEREOF WAS SOLD AND CONVEYED TO HELEN ROBERTS GAYDEN, LEAVING ONLY 92 FEET OF SAID LOTS CONVEYED HEREBY FRONTING ON BENTON AVENUE, AND BEING THE SAME PROPERTY CONVEYED TO J.S. MCHENRY, TRUSTEE, AND OTHERS BY DEED OF RECORD IN BOOK NO.739 PAGE 737.

THIS DEED IS EXECUTED BY WILSON WEST AS COMMISSIONER OF THE COUNTY COURT OF DAVIDSON COUNTY AND HE IS TO EXECUTE THIS DEED ON BEHALF OF COLEMAN PERRY, A MINOR, AND HE IS AUTHORIZED TO AFFIX THE MINOR'S NAME AS A MINOR AND THE SAID HENRY R. PERRY BY THE SAME DECREE IS AUTHORIZED IN HIS CAPACITY AS EXECUTOR TO CONVEY ALL OF THE RIGHT, TITLE, AND INTEREST OF THE PARTIES COMPLAINANT TO SAID SUIT, WHO TOGETHER WITH COLEMAN PERRY, CONSTITUTE ALL OF THE HEIRS AND ALL PERSONS HAVING ANY INTEREST, RIGHT AND TITLE IN AND TO THIS PROPERTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said DEWEY VANCE AND WIFE VELMA VANCE, THEIR heirs and assigns, forever, WE covenant that WE XXX lawXXXX XXXXXXXX XXXXXXXXX XXXX XXXX XXXXXX XX XXX XXXXXX have good right to convey it, and that the same is unencumbered.

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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 DEWEY VANCE AND WIFE, VELMA VANCE do hereby transfer and convey unto FRED S. POWELL , 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.