WE , the said JAMES M.BENTLEY AND WIFE, DOLLIE A.BENTLEY, , 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 $ 3,000.00 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 JAMES M.BENTLEY AND WIFE, DOLLIE A.BENTLEY, , 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 JAMES M.BENTLEY AND WIFE, DOLLIE A.BENTLEY, -- 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 DAN E.POWER ~~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 THOMAS GORDON WHITE AND WIFE, VELMA GIBSON WHITE and JAMES M.BENTLEY AND WIFE, DOLLIE A.BENTLEY, , hereunto set our hands at NASHVILLE, , Tennessee, this the 24TH day of FEBRUARY , 19 43 .

THOMAS GORDON WHITE
VELMA GIBSON WHITE
JAMES M.BENTLEY
DOLLIE A.BENTLEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, HERBERT N.JORDAN, , a Notary Public in and for said County and State, the within named THOMAS GORDON WHITE, AND WIFE VELMA GIBSON WHITE AND JAMES M. BENTLEY AND WIFE, DOLLIE A.BENTLEY, 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 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 24TH day of FEBRUARY 19 43 .

My commission expires JAN.7, 1945.

(Seal) HERBERT N.JORDAN.
Notary Public.

U.S.R.S. $3.85

RECED FEB. 25, 1943 AT 1:31 P M

NUMBER 92227 RECEIVED FEB. 25, 1943

ROBT LUSK, ET UX --TO-- HARRY HALL AND WIFE

BRADLEY & HOUSE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1264

FOR AND IN CONSIDERATION of the sum of ($1150.00) ELEVEN HUNDRED FIFTY AND NO/100--- DOLLARS of which TWENTY-FIVE ($25.00)------- DOLLARS has been paid in cash by HARRY HALL AND WIFE, ALICE HALL , the receipt of which is hereby acknowledged, and for the remainder ($1125.00) ELEVEN HUNDRED TWENTY-FIVE AND NO/100---- DOLLARS the said HARRY HALL AND WIFE, ALICE HALL HAVE EXECUTED AND DELIVERED THEIR 44 NOTES OF EVEN DATE WITH THIS INSTRUMENT PAYABLE AS FOLLOWS: 1 NOTE FOR $700.00 PAYABLE TO THE ORDER OF MRS. M. K. WOODARD, ON OR BEFORE FIVE YEARS FROM DATE WITH INTEREST ON SAME PAYABLE SEMI-ANNUALLY AT SIX PER CENT PER ANNUM AND SECURED BY FIRST LIEN ON THE PROPERTY HEREIN CONVEYED; THE REMAINING 43 NOTES OF EVEN DATE WITH THIS INSTRUMENT ARE FOR $10.00 EACH WITH EXCEPTION OF THE LAST NOTE WHICH IS FOR $5.00, BUT INTEREST AT THE RATE OF SIX PER CENTUM PER ANNUM, PAYABLE MONTHLY, HAS BEEN ADDED INTO THE FACE OF EACH NOTE ON THE DECREASING PLAN. NOTE NO. 1 DUE JULY 10, 1941, IS FOR $12.13, AND EACH SUCCEEDING NOTE ~~THEREAFTER~~ IS FOR AN AMOUNT FIVE CENTS LESS THAN THE PRECEDING NOTE; THE LAST NOTE BEING FOR $5.02; ALL OF SAID NOTES ARE PAYABLE TO THE ORDER OF ROBERT LUSK MONTHLY, AND ARE SECURED BY A SECOND LIEN ON THE PROPERTY HEREIN CONVEYED SUBJECT TO THE FIRST LIEN TO SECURE SAID NOTE FOR $700.00.

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 WE, ROBERT LUSK AND WIFE, BINNIE BRIGGS LUSK have this day bargained and sold, and do hereby transfer and convey, unto the said HARRY HALL AND WIFE, ALICE HALL THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

THE NORTHERLY 23 FEET, MORE OR LESS, OF LOT NO. 12 AND THE SOUTHERLY 17 FEET, MORE OR LESS OF LOT NO. 13, ON THE PLAN OF E. T. BROWN'S SUBDIVISION OF A PART OF THE PATTERSON TRACT AS OF RECORD IN BOOK 332, PAGE 60, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; SAID NORTHERLY PART OF LOT NO. 12 AND SOUTHERLY PART OF LOT NO.13 FRONT TOGETHER 40 FEET, MORE OR LESS, ON THE WESTERLY SIDE OF HOGAN STREET AND RUN BACK BETWEEN PARALLEL LINES 146½ FEET MORE OR LESS, TO A DEAD LINE; AND BEING THE SAME PROPERTY HERETOFORE CONVEYED TO ROBERT LUSK BY DEED FROM HENRY THOMAS AND WIFE, OF RECORD IN BOOK NO. 875, PAGE 457, R.O.D.C., TENNESSEE, AND PART OF THE SAME PROPERTY HERETOFORE CONVEYED TO ROBERT LUSK BY DEED FROM THOMAS DOSS, UNMARRIED, BY DEED OF RECORD IN BOOK 1005, PAGE 95, R.O.D.C., TENNESSEE. SAID PROPERTY IS UNENCUMBERED BY TAXES FOR 1941 WHICH PURCHASER HEREBY ASSUMES AND AGREES TO PAY FROM THE DATE OF THIS DEED ON, THAT IS, TAXES WILL BE PRO-RATED AS OF THE DATE OF THIS DEED.

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 5 day of Dec 1952

Attest: T B Wilson DEPUTY REGISTER Robert Lusk

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HARRY HALL AND WIFE, ALICE HALL 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 heirs and representatives, to warrant and forever defend the title to said real estate to said HARRY HALL AND WIFE, ALICE HALL 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 HARRY HALL AND WIFE, ALICE HALL do hereby transfer and convey unto E. B. HAZLE , 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.