I, , the said AMY RICH, TRUSTEE , 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.

I 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 AMY RICH, TRUSTEE, , 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 WITHIN 60 DAYS AFTER if, failing to pay taxes, 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 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 AMY RICH, TRUSTEE, 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 AMY HAGAN, 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 THEO.W.ECKHARDT,

and AMY RICH, TRUSTEE, , hereunto set our hands

at NASHVILLE, , Tennessee, this the 1ST. day of MARCH, , 1943.

THEO.W.ECKHARDT

AMY RICH, TRUSTEE.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, D.R.MYERS, , a Notary Public in and for said County and State, the within named THEO.W.ECKHARDT AND AMY RICH, TRUSTEE,

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 XX 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 17TH day of MARCH 1943.

My commission expires APRIL 26, 1945.

(Seal) D.R.MYERS, Notary Public.

U.S.R.S. $5.50.

RECD MARCH 19, 1943 AT 3:50 P M

M. H.

NUMBER 23238

RECORDED MARCH 22, 1943

A. R. WOODROOF AND WIFE

--TO--

I. M. ALBRIGHT AND WIFE
AND HUBERT HYDE AND WIFE

INSTALLMENT DEED

Book No. 1264

FOR AND IN CONSIDERATION of the sum of TWENTY-FIVE HUNDRED AND NO/100 ($2500.00)---- DOLLARS of which TWO HUNDRED AND NO/100 ($200.00)------ DOLLARS has been paid in cash by I. M. ALBRIGHT AND WIFE, MATTIE ALBRIGHT AND HUBERT HYDE AND WIFE, ELIZABETH HYDE , the receipt of which is hereby acknowledged, and for the remainder TWENTY THREE HUNDRED AND NO/100 ($2300.00) DOLLARS the said I. M. ALBRIGHT AND WIFE, MATTIE ALBRIGHT AND HUBERT HYDE AND WIFE, ELIZABETH HYDE, HAVE ASSUMED AND AGREE TO, PAY THE PRINCIPAL SUM OF $1200.00 SECURED BY DEED OF TRUST TO WALTER D. SANDERS, TRUSTEE, OF RECORD IN BOOK 1266, PAGE 44, R.O.D.C. TENN. TO SECURE TO E.O.SANDERS 80 NOTES OF $15.00 EACH, DATED FEBY, 11TH 1943 AND PAYABLE MONTHLY THEREAFTER WITH SIX PER CENT INTEREST. FOR THE BALANCE OF $1100.00 PRINCIPAL SUM THEY HAVE EXECUTED THEIR ONE JOINT PROMISSORY NOTE OF EVEN DATE HEREWITH FOR THE LIKE AMOUNT DUE AND PAYABLE 3 YEARS FROM DATE WITH SIX PER CENT INTEREST PER ANNUM DUE ANDPAYABLE IN 6,12,18,24,30, AND 36 MONTHS AFTER DATE FOR WHICH THEY HAVE EXECUTED THEIR SIX JOINT NOTES, IN THE SUM OF $33.00 EACH PAYABLE TO THE ORDER OF A. R. WOODROOF AND WIFE, HETTIE WOODROOF. THE SAID PURCHASERS AGREE TO PRO RATE TAXES, FOR THE YEAR 1943. INSURANCE TO BE PRO RATED FROM DATE OF 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 2 day of April 1954

Attest: L. J. Wilson DEPUTY REGISTER E.O.Sanders

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, A. R. WOODROOF AND WIFE, HETTIE WOODROOF

have this day bargained and sold, and do hereby transfer and convey, unto the said I. M. ALBRIGHT AND WIFE, MATTIE ALBRIGHT AND HUBERT HYDE AND WIFE, ELIZABETH HYDE THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY PART OF LOT NO. 1 ON THE PLAN OF BENEDICT LAND COMPANY'S SUBDIVISION OF THE LINDSLEY TRACT, AS OF RECORD IN BOOK 332, PAGE 40, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NRTHWEST CORNER OF CLEVELAND AND STOCKELL STREETS: THENCE WITH THE WESTERLY MARGIN OF STOCKELL STREET NORTHWARDLY 150 FEET TO THE SOUTHERLY MARGIN OF AN ALLEY; THENCE WITH SAID ALLEY WESTWARDLY 63½ FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE PROPERTY CONVEYED TO J. R. LANIER, ET AL, BY DEED FROM A. C. WEBB AND WIFE, OF RECORD IN BOOK 353, PAGE 625, SAID REGISTER'S OFFICE; THENCE WITH SAID LANIER'S EASTERLY LINE SOUTHWARDLY 150 FEET TO THE NORTHERLY MARGIN OF CLEVELAND STREET; THENCE WITH SAID STREET EASTWARDLY 63½ FEET, MORE OR LESS, TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO A. R. WOODROOF AND WIFE, HETTIE WOODROOF BY DEED FROM SUSANNE WEBB, EXECUTRIX, OF RECORD IN BOOK 1238, PAGE 336, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said I. M. ALBRIGHT AND WIFE, AND HUBERT HYDE AND WIFE, 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 AS HEREIN ABOVE ASSUMED AND FOR THE TAXES FOR THE YEAR 1943. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said I. M. ALBRIGHT AND WIFE, AND HUBERT HYDE AND WIFE 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 A. R. WOODROOF AND WIFE, HETTIE WOODROOF, I.M. ALBRIGHT AND WIFE, MATTIE ALBRIGHT AND HUBERT HYDE AND WIFE, ELIZABETH HYDE do hereby transfer and convey unto E. A. WOODROOF SR , 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.