WE , the said T.D. ENNIS AND WIFE, LILLIE MAI ENNIS , 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 $ 1250.00 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 T.D. ENNIS AND WIFE, LILLIE MAI ENNIS , 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 T.D. ENNIS AND WIFE, LILLIE MAI ENNIS 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 ARTHUR H.CAMPBELL 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 WILLIAM M.D. SHORT AND WIFE ROSA LEE SHORT and T.D. ENNIS AND WIFE, LILLIE MAI ENNIS , hereunto set our hands at NASHVILLE , Tennessee, this the 13TH day of APRIL , 19 43.

WILLIAM M.D. SHORT
ROSA LEE SHORT
T.D. ENNIS
LILLIE MAI ENNIS

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 WILLIAM M.D. SHORT AND WIFE, ROSA LEE SHORT, T.D. ENNIS AND WIFE LILLIE MAI ENNIS 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 having appeared before me privately and apart from husband , the said , acknowledged the execution of the said instrument to have been done by X 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 14 day of APRIL 19 43.

My commission expires APRIL 26, 1945 (Seal) D.R. MYERS Notary Public.

U.S.R.S. $1.10

REC'D APRIL 14, 1943 AT 2:40 P.M.
CM

NUMBER 94452 RECORDED APRIL 15, 1943 W.L. ROGERS ET UX TO JOHN W. MURPHY ET UX

INSTALLMENT DEED

Book No. 1264

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND SIX HUNDRED ($3,600.00) / AND NO/100 DOLLARS of which FIVE HUNDRED ($500.00) AND NO/100 DOLLARS has been paid in cash by JOHN W. MURPHY AND WIFE, ALMA FRANCES MURPHY the receipt of which is hereby acknowledged, and for the remainder the said PART OF JOHN W. MURPHY AND WIFE, ALMA FRANCES MURPHY ASSUME AND AGREE TO PAY ~~DOLLARS~~ A NOTE DATED APRIL -, 1943, FOR $2250.00) SECURED BY DEED OF TRUST FROM W.L. ROGERS AND WIFE TO J.C. GARRETT, TRUSTEE, OF RECORD IN BOOK , PAGE , REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; AND FOR THE BALANCE THE SAID JOHN W. MURPHY AND WIFE, ALMA FRANCES MURPHY HAVE EXECUTED THEIR ONE JOINT PROMISSORY NOTE FOR $850.00, BEARING EVEN DATE HEREWITH, PAYABLE IN 29 MONTHLY INSTALLMENTS, 28 BEING FOR $30.00 EACH AND THE LAST FOR $10.00, THE FIRST INSTALLMENT FALLING DUE, ON OR BEFORE MAY 15, 1943 AND THE OTHERS, ONE OR BEFORE , THE FIFTEENTH DAY OF EACH MONTH THEREAFTER, RESPECTIVELY, AND PAYABLE TO THE ORDER OF W.L. ROGERS AND WIFE, RUBY IRENE ROGERS,

I declare that I am the true and lawful holder of Note No. 85 secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the same this 28 day of April 1944.

W.L. Rogers

Ruby Irene Rogers

all of said notes bearing FIVE 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, W.L. ROGERS AND WIFE, RUBY IRENE ROGERS,

have this day bargained and sold, and do hereby transfer and convey, unto the said JOHN W. MURPHY AND WIFE, ALMA FRANCES MURPHY, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A TRACT OF LAND IN THE 10TH, FORMERLY THE 20TH, CIVIL DISTRICT OF SAID COUNTY, BEING PART OF LOT NO.4, EAST OF THE DICKERSON TURNPIKE ROAD ON THE PLAN OF THE JAMES W. COLE LANDS, AS OF RECORD IN PLAN BOOK 1, PAGE 100, CHANCERY COURT AT NASHVILLE FOR SAID COUNTY, AND IN BOOK 58 PAGE 547, REGISTER'S OFFICE FOR SAID COUNTY, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF SAID DICKERSON ROAD, THE NORTHWEST CORNER OF A PART OF SAID LOT NO.4 CONVEYED TO L.A. SCOTT BY DEED FROM MRS. SUSAN E. DAVIDSON ET AL. OF RECORD IN BOOK 398 PAGE 409, SAID REGISTER'S OFFICE; AND RUNNING THENCE NORTH 20° EAST, WITH THE CENTER OF SAID ROAD, 65 POLES, MORE OR LESS, TO THE SOUTHWEST CORNER OF ANOTHER PART OF SAID LOT NO.4 CONVEYED TO THE TRUSTEES FOR NEW BETHEL MISSIONARY BAPTIST CHURCH, BY DEED FROM P.M.COLE AND WIFE, OF RECORD IN BOOK 84, PAGE 198, SAID REGISTER'S OFFICE; THENCE EASTERLY, WITH THE SOUTHERN LINE OF SAID CHURCH LOT, 13 POLES, MORE OR LESS, TO THE EASTERN LINE OF SAID LOT NO.4, THE SOUTHEAST CORNER OF SAID CHURCH LOT; THENCE SOUTH 2° WEST, WITH THE EASTERN LINE OF SAID LOT NO.4, 69 POLES, MORE OR LESS, TO THE NORTHEAST CORNER OF ANOTHER PART OF SAID LOT NO.4, BEING THE OLD CENTER SCHOOL HOUSE LOT; THENCE WESTERLY, WITH THE NORTHERN LINES OF SAID SCHOOL LOT AND SAID L.A.SCOTT TRACT OF LAND, 28 POLES, MORE OR LESS, TO A TURN IN SAID L.A. SCOTT'S LINE; AND THENCE CONTINUING WITH HIS LINE NORTHWESTERLY 7-7/11 POLES, MORE OR LESS, TO THE BEGINNING, CONTAINING 11½ ACRES, MORE OR LESS. BEING THE SAME PROPERTY CONVEYED TO W.L. ROGERS AND WIFE, RUBY IRENE ROGERS BY DEED FROM MRS. JULIA BLAKLEY, OF RECORD IN BOOK 1088 PAGE 317, SAID REGISTER'S OFFICE.

TAXES FOR THE YEAR 1943 TO BE PRO-RATED.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN W. MURPHY AND WIFE, ALMA FRANCES MURPHY, 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN W. MURPHY AND WIFE, ALMA FRANCES MURPHY, 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 JOHN W. MURPHY AND WIFE, ALMA FRANCES MURPHY do hereby transfer and convey unto W.T. ROGERS , 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.