WE , the said EUGENE J. BOYD AND WIFE, EDNA Y. BOYD , 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 $ 5,350.00 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 EUGENE J. BOYD AND WIFE, EDNA Y. BOYD , 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 EUGENE J. BOYD AND WIFE, EDNA Y. BOYD, THEIR 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 LITTELL RUST 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 J. M. WEBB AND WIFE, GRACE B. WEBB

and EUGENE J. BOYD AND WIFE, EDNA Y. BOYD , hereunto set our hands

at NASHVILLE , Tennessee, this the 20 day of APRIL , 19 43 .

J. M. WEBB
GRACE B. WEBB
EUGENE J. BOYD
EDNA Y. BOYD

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, R. D. STANFORD JR , a Notary Public in and for said County and State, the within named J. M. WEBB AND WIFE, GRACE B. WEBB AND EUGENE J. BOYD AND WIFE, EDNA Y. BOYD 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 21ST day of APRIL 19 43

My commission expires JAN. 2, 1944 (Seal) R. D. STANFORD JR Notary Public.

U.S.R.S. $1.65
REC APRIL 22, 1943 AT 10:30 A M
LP

NUMBER 94798 RECORDED APRIL 22ND, 1943.

G.W. ETHRIDGE ET UX. --TO-- F.E. MAYNARD ET UX.

STATE MARSHALL & CROCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1264

FOR AND IN CONSIDERATION of the sum of THIRTY TWO HUNDRED FIFTY AND NO/100 ($3250.00) DOLLARS of which TWENTY NINE HUNDRED AND NO/100 ($2900.00) DOLLARS has been paid in cash by F.E. MAYNARD AND WIFE MATTIE COFFEE MAYNARD, the receipt of which is hereby acknowledged, and for the remainder THREE HUNDRED FIFTY AND NO/100 ($350.00) ..... DOLLARS the said F.E. MAYNARD AND WIFE MATTIE COFFEE MAYNARD, HAVE EXECUTED AND DELIVERED THEIR JOINT PROMISSORY NOTE OF EVEN DATE PAYABLE TO THE ORDER OF G.W. ETHRIDGE AND VIRGINIA ETHRIDGE IN SAID PRINCIPAL SUM OF $350.00 BEARING INTEREST FROM DATE AT THE RATE OF SIX PER CENTUM PER ANNUM, SAID PRINCIPAL AND INTEREST SHALL BE PAYABLE IN MONTHLY INSTALLMENTS OF $10.00 EACH, PAYMENTS TO BE APPLIED FIRST TO INTEREST ON THE UNPAID BALANCE AND THE REMAINDER TO PRINCIPAL THE FIRST INSTALLMENT IS DUE AND PAYABLE MAY 15TH, 1943, AND ANOTHER INSTALLMENT IS DUE AND PAYABLE ON THE SAME DAY OF EACH MONTH THEREAFTER UNTIL SAID DEBT, PRINCIPAL AND INTEREST IS PAID IN FULL. EXTRA PAYMENTS MAY BE MADE AT ANY TIME AND INTEREST WILL BE CHARGED ONLY ON THE UNPAID BALANCE. SAID NOTE PROVIDES FOR THE PAYMENT OF ATTORNEY'S FEES AND TO SECURE THE PAYMENT OF SAID NOTE, PRINCIPAL, 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 OFA NOTE IN THE SUM OF $2250.00 DESCRIBED IN A DEED OF TRUST OF EVEN DATE TO LOUISE R. LINX, TRUSTEE.

~~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, G.W. ETHRIDGE AND WIFE, VIRGINIA ETHRIDGE, have this day bargained and sold, and do hereby transfer and convey, unto the said F.E. MAYNARD AND WIFE MATTIE COFFEE MAYNARD THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO.101 ON THE MAP OF THE SUBDIVISION OF THE PRIEST HOME PLACE AS OF RECORD IN BOOK 161, PAGE 102, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.101 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF HOLLY STREET FORMERLY CHADWELL AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 160 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO G.W. ETHRIDGE AND WIFE VIRGINIA ETHRIDGE BY DEED FROM COMMERCE UNION BANK AND W.H.COX, JR. TRUSTEES, OF RECORD IN BOOK 1408, PAGE 290, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said F.E.MAYNARD AND WIFE MATTIE COFFEE MAYNARD 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 F.E. MAYNARD AND WIFE MATTIE COFFEE MAYNARD, 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 F.E. MAYNARD AND WIFE MATTIE COFFEE MAYNARD 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.

I declare that I am the true owner of the within described note secured by the instrument herein recorded, and hereby authorize the same to be cancelled and discharge of the lien to secure the same in full. This 27 day of April, 1943

Attest: COUNTY REGISTER