WE , the said THOMAS R. DOWLEN AND WIFE, IVIE MAI DOWLEN , 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 $ -- 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 THOMAS R. DOWLEN AND WIFE, IVIE MAI DOWLEN , 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, IF 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 THOMAS R. DOWLEN AND WIFE, IVIE MAI DOWLEN 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 C.W. RUSSELL 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 H.J.USELTON AND WIFE, FANNIE MAI USELTON and THOMAS R. DOWLEN AND WIFE, IVIE MAI DOWLEN . , hereunto set our hands at NASHVILLE , Tennessee, this the 3 7 day of JUNE , 19 43.

H.J. USELTON
FANNIE MAI USELTON
THOMAS R. DOWLEN
IVIE MAI DOWLEN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, DODSON BATSON , a Notary Public in and for said County and State, the within named THOMAS R. DOWLEN AND WIFE, IVIE MAI DOWLEN the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY / HAVE 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 X X X , 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, DAVIDSON COUNTY, Tennessee, this 18 day of JUNE 1943. .

My commission expires 4-6-46

(Seal) DODSON BATSON
Notary Public.

SOUTH CAROLINA COUNTY OF CHARLESTON, S.C.)
STATE OF ~~TENNESSEE, DAVIDSON COUNTY~~. H.J.USELTON

Personally appeared before me, H.A. GILBERSON , a Notary Public in and for said County and State, the within named H.J. USELTON the bargainor - , with whom I am personally acquainted, and who acknowledged that -- executed the within instrument for the purposes therein contained.

And XXX , of the said having appeared before me privately and apart from husband , the said X X , 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 expXessed.

Witness my hand and official seal at NORTH CHARLESTON ~~Nashville, Tennessee~~, this 8TH day of JUNE 1943 .

My commission expires BY THE WILL OF THE GOVERNOR.

(Seal) J.A. GILBERSON
Notary Public.

U.S.R.S. 31.10
REC'D JUNE 21, 1943 AT 12:55 P.M.
CM

NUMBER 97364 RECORDED JUNE 23, 1943 EUGENIA KEELE ET AL TO M.C. MURRELL ET UX

73649 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

V.
L.P.

Book No. 1273

FOR AND IN CONSIDERATION of the sum of ($3950.00)THIRTY-NINE HUNDRED FIFTY AND NO/100 DOLLARS of which SIX HUNDRED AND NO/100 DOLLARS has been paid in cash by M.C. MURRELL AND WIFE RUTH M.MURRELL , the receipt of which is hereby acknowledged, and for ~~the remainder~~ $2453.96 OF THE REMAINDER, THE SAID M.C. MURRELL AND WIFE, RUTH M.MURRELL ~~DOLLARS~~ ~~the said~~ HEREBY ASSUME AND AGREE TO PAY THE UNPAID PRINCIPAL BALANCE OF $2453.96 OF A NOTE DATED DECEMBER 16, 1940, FOR $2800.00 PAYABLE MONTHLY BEGINNING ~~BEGINNING~~ JANUARY 1, 1941, WITH INTEREST, AS SECURED BY DEED OF TRUST EXECUTED BY EUGENIA KEELE AND HUSBAND, MARION J.KEELE TO G.A. RALSTON, TRUSTEE, OF RECORD IN BOOK 1170 PAGE 342, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE, SAID INDEBTEDNESS HAVING BEEN ASSIGNED BY CITY BANK & TRUST COMPANY OF MCMINNVILLE, TENNESSEE, TO THE STRAFFORD SAVINGS BANK OF DOVER, NEW HAMPSHIRE; AND FOR THE BALANCE OF $896.04, THE SAID M.C. MURRELL AND WIFE, RUTH M.MURRELL, HAVE THIS DAY EXECUTED AND DELIVERED TO THE SAID EUGENIA KEELE A SERIES OF EIGHTEEN MONTHLY LIEN PROMISSORY NOTES,FIRST SEVENTEEN OF SAID SERIES BEING FOR THE PRINCIPAL SUM OF $50.00 EACH AND THE LAST OR EIGHTEENTH NOTE BEING FOR THE PRINCIPAL SUM OF $46.04, ALL OF SAID NOTES TO BEAR INTEREST AT THE RATE OF 5% PER ANNUM FROM JUNE 22ND, 1943, PAYABLE AT MATURITY OF EACH NOTE,-

~~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, EUGENIA KEELE AND HUSBAND, MARION J.KEELE, have this day bargained and sold, and do hereby transfer and convey, unto the said M.C. MURRELL AND WIFE, RUTH M.MURRELL,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.374 ON THE MAP OF RICHLAND REALTY COMPANY'S SUBDIVISION "C", AS OF RECORD IN BOOK 421, PAGE 31, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO.374 FRONTS 60 FEET ON THE WESTERLY SIDE OF WILSON AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 200 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO EUGENIA KEELE BY DEED FROM W.L. LOCKHART AND WIFE, OF RECORD IN BOOK 1044, PAGE 631, SAID REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said M.C. MURRELL AND WIFE, RUTH M.MURRELL,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 AS ABOVE AND 1943 TAXES WHICH HAVE BEEN PRORATED AS OF DATE OF DEED AND ASSUMED BY GRANTEES. WE further covenant and bind OURSELVES,OUR heirs and representatives, to warrant and forever defend the title to said real estate to said M.C. MURRELL AND WIFE, RUTH M.MURRELL 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 M.C. MURRELL AND WIFE, RUTH M.MURRELL do hereby transfer and convey unto CARL T. HINRICHS , 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