WE, , the said THEODORE ORLOFF AND WIFE, HELEN G. ORLOFF, , 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 $ 3000.00 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 THEODORE ORLOFF AND WIFE HELEN G. ORLOFF, , 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 THEODORE ORLOFF AND WIFE HELEN G. ORLOFF, 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 CARL T. HINRICHS 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 GEORGE E. SLOAN UNMARRIED, AND MRS. HATTIE MAY SLOAN A WIDOW, and THEODORE ORLOFF AND WIFE HELEN G. ORLOFF, , hereunto set our hands at NASHVILLE , Tennessee, this the 14TH day of AUGUST , 1943.

GEO E. SLOAN
MRS. HATTIE MAY SLOAN
THEODORE ORLOFF
HELEN G. ORLOFF,

STATE OF TENNESSEE, ~~DAVIDSON~~ MAURY COUNTY.

Personally appeared before me, FLOYD FORSYTHE , a Notary Public in and for said County and State, the within named GEORGE E. SLOAN UNMARRIED AND MRS. HATTIE MAY SLOAN A WIDOW, 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~~ COLUMBIA, Tennessee, this 14 day of AUGUST 19 43.

My commission expires NOV. 10, 1945.

(Seal) FLOYD FORSYTHE
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LELA RICHARDSON , a Notary Public in and for said County and State, the within named THEODORE ORLOFF AND WIFE HELEN G. ORLOFF, 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 17TH day of AUGUST 19 43.

My commission expires APRIL 4, 1944.

U.S.R.S.$ 7.70

(Seal) LELA RICHARDSON
Notary Public.

RECEIVED AUGUST 18TH, 1943. AT 10:09 A.M. F.C.

NUMBER 23521 W. J. FITTS ET UX TO MARGARET OPHELIA HARALSON RECORDED AUGUST 19, 1943

73648 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1273

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND, FIVE HUNDRED AND NO/100 ($2500.00) DOLLARS of which FIVE HUNDRED AND NO/100 ($500.00) DOLLARS has been paid in cash by MARGARET OPHELIA HARALSON (UNMARRIED) , the receipt of which is hereby acknowledged, and for the remainder OF TWO THOUSAND AND NO/100 ($2,000.00) DOLLARS the said MARGARET OPHELIA HARALSON HAS EXECUTED HER NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF W. J. FITTS, IN ONE HUNDRED AND TWENTY (120) EQUAL MONTHLY INSTALLMENTS OF TWENTY-ONE AND 22/100 ($21.22) DOLLARS, EACH; AND EACH OF WHICH INSTALLMENTS INCLUDES A PAYMENT ON THE PRINCIPAL AND INTEREST; AND THE FIRST INSTALLMENT SHALL BECOME DUE AND PAYABLE ON SEPTEMBER 17, 1943, AND THE BALANCE OF SAID INSTALLMENTS SHALL BECOME DUE AND PAYABLE ON THE 16TH DAY OF EACH MONTH THEREAFTER, UNTIL PAID IN FULL; AND THE SAID MARGARET OPHELIA HARALSON HEREBY BINDS HERSELF, HER HEIRS AND PERSONAL REPRESENTATIVES, TO DEPOSIT WITH THE SAID W. J. FITTS, OR HIS ASSIGNS, AT THE TIME OF MAKING EACH SUCH INSTALLMENT PAYMENT, ONE-TWELFTH (1/12) OF THE ANNUAL TAXES AND ONE-TWELFTH (1/12) OF THE INSURANCE PREMIUMS FOR EACH AND EVERY CALENDAR YEAR; THE DEPOSIT FOR TAXES TO COMMENCE JANUARY 17, 1944, AND THE DEPOSIT FOR INSURANCE PREMIUMS TO COMMENCE AUGUST 17, 1943; AND IF THE TOTAL DEPOSITS FOR INSURANCE ARE NOT SUFFICIENT TO PAY THE ANNUAL PREMIUM THEREON FOR THE ENSUING YEAR, GRANTEE SHALL SUPPLEMENT SAME BY WHATEVER SUM THAT IS NECESSARY FOR SUCH PURPOSES, AND SUCH SUPPLEMENTAL PAYMENTS SHALL BE MADE, ON, OR BEFORE TEN (10) DAYS FROM THE EXPIRATION DATE OF THE PRESENT, OR THEN CURRENT POLICY; AND TO SECURE THE PAYMENT OF SAID NOTE, PRINCIPAL AND INTEREST, AND SAID MONTHLY PAYMENTS TO COVER TAXES AND INSURANCE PREMIUMS, AND ATTORNEY'S FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED,

~~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, W. J. FITTS AND WIFE

have this day bargained and sold, and do hereby transfer and convey, unto the said MARGARET OPHELIA HARALSON (UNMARRIED), HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 106 IN THE SUBDIVISION OF THE LINDSLEY 29-ACRE TRACT, A PLAN OF WHICH IS OF RECORD IN BOOK NO. 57, PAGE 66, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 106 FRONTS 50 FEET ON THE NORTHERLY SIDE OF GARTLAND AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO W. J. FITTS BY E. E. MURREY, TRUSTEE, BY DEED OF RECORD IN BOOK 962, PAGE 219, REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE.

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 17 day of Aug. 1953

Attest: E. J. Wilson DEPUTY REGISTER W. J. Fitts

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MARGARET OPHELIA HARALSON (UNMARRIED) HER 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 FOR TAXES FOR YEAR 1943, WHICH ARE TO BE PRORATED AS OF DATE OF DEED & ASSUMED BY GRANTEE. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said MARGARET OPHELIA HARALSON, HER 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 ME in hand paid I , the said MARGARET OPHELIA HARALSON, do hereby transfer and convey unto JOHN W. BARKSDALE , 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.