WE , the said JOSEPH H. WARNER AND WIFE, RACHEL STONER WARNER, , 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 $ 1,200.00 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 JOSEPH H. WARNER AND WIFE, RACHEL STONER WARNER, , 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 JOSEPH H. WARNER AND WIFE, RACHEL STONER WARNER, 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 JAMES A. NEWMAN 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 JAMES A. NEWMAN, AS TRUSTEE, AND JOSEPH H. WARNER AND WIFE, and RACHEL STONER WARNER, , hereunto set our hands at NASHVILLE , Tennessee, this the 2ND day of AUGUST, , 19 43.

JAMES A. NEWMAN, TRUSTEE
JOSEPH H. WARNER
RACHEL STONER WARNER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within named JAMES A. NEWMAN, AS TRUSTEE, TRUSTEE, the bargainor , with whom I am personally acquainted, and who acknowledged that HE, AS / executed the within instrument for the purposes therein contained.

~~And~~ , of the said ~~husband~~, 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 10/7/46

(Seal) BEULAH M. MARTIN
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within named JOSEPH H. WARNER AND WIFE, RACHEL STONER WARNER, 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 ~~husband~~, 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 1943.

My commission expires 10/7/46

(Seal) BEULAH M. MARTIN
Notary Public.

U.S.R.S. $2.75
RECD AUGUST 19, 1943 AT 9:18 A.M.
LW

NUMBER 9997I RECORDED AUG 19, 1943 MARY W. MOORE, ET ALS TO LILLIAN A.WASHER

75448 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1273

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND SEVEN HUNDRED FIFTY AND NO/100THS / ($2750.00) DOLLARS of which FIVE HUNDRED AND NO/100THS ($500.00) DOLLARS has been paid in cash by LILLIAN A. WASHER , the receipt of which is hereby acknowledged, and for the remainder OF TWENTY-TWO HUNDRED FIFTY AND NO/100THS ($2250.00) DOLLARS the said LILLIAN A. WASHER HAS EXECUTED HER ONE (1) PROMISSORY NOTE, DATED AUGUST 12, 1943, PAYABLE TO THE ORDER OF THE TRUSTEES OF THE B.F. MOORE ESTATE, AND DUE AND PAYABLE MONTHLY AT THE RATE OF TWENTY-TWO AND 50/100THS ($22.50)DOLLARS PER MONTH FOR 138 MONTHS, BEGINNING SEPTEMBER 12, 1943; INTEREST ON SAID INDEBTEDNESS HAS BEEN COMPUTED AT THE RATE OF SIX PER CENT (6%) PER ANNUM AND INCLUDED IN THE INSTALLMENTS PROVIDED TO BE PAID HEREUNDER;

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 21 day of Oct 1953 / 1953

Attest: C. McKinley DEPUTY REGISTER

T. W. Whitsitt

J. M. Whitsitt

~~and~~ 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, MARY W. MOORE, WALTER L. JONES, AND J.M. WHITSITT, TRUSTEES OF THE ESTATE OF B.F. MOORE have this day bargained and sold, and do hereby transfer and convey, unto the said LILLIAN A. WASHER TO HER SOLE AND SEPARATE USE AND FOR HER SEPARATE ESTATE, FREE FROM THE MARITAL RIGHTS OF HER PRESENT OR ANY FUTURE HUSBAND WITH FULL POWER TO CONVEY BY DEED OR MORTGAGE OR OTHERWISE DISPOSE OF THE SAME ~~heirs and assigns, certain real estate in Davidson County,~~ ~~Tennessee, as follows~~:

AS A FEME SOLE, HER HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

LAND IN DAVIDSON COUNTY,TENNESSEE, BEING LOT NO.104 ON THE PLAN OF SHARPE & HORN'S 2ND ADDITION TO NORTHEAST NASHVILLE, AS OF RECORD IN BOOK 161, PAGE 53, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.104 FRONTS 50 FEET ON THE EASTERLY SIDE OF JOSEPH AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 145 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO J.M. WHITSITT, W.L. JONES, AND MRS. MARY W. MOORE,TRUSTEES, BY DEED FROM T.J. BRODERICK, TRUSTEE, OF RECORD IN BOOK 1023, PAGE 506, SAID REGISTER'S OFFICE.

X(STATE OF TENNESSEE COUNTY OF GRUNDY

PERSONALLY APPEARED BEFORE ME, G.C. PARTIN A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,THE WITHIN NAMED MARY W. MOORE,TRUSTEE OF THE STATE OF B.F. MOORE, ONE OF THE WITHIN NAMED BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT SHE, AS TRUSTEE, EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT MONTEAGLE, TENNESSEE,THIS 13TH DAY OF AUGUST, 1943.

(SEAL) G.C. PARTIN, NOTARY PUBLIC
COM.EXPIRES JULY 9, 1944)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LILLIAN A. WASHER, HER heirs and assigns, forever, WE AS TRUSTEES, 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 TRUSTEES, OUR ASSIGNS OURSELVES, AS / ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said LILLIAN A. WASHER, 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 LILLIAN A. WASHER, do hereby transfer and convey unto J.M. WHITSITT , 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.