WE , the said B. PENDLETON AND WIFE, MAGGIE M. PENDLETON , 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 B. PENDLETON AND WIFE, MAGGIE M. PENDLETON , 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~~ SIXTY 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 B. PENDLETON AND WIFE, MAGGIE M. PENDLETON, 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 J.W. DENIS 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 Y.W. HALEY AND WIFE, LERA H. HALEY and B. PENDLETON AND WIFE, MAGGIE M. PENDLETON , hereunto set our hands at NASHVILLE , Tennessee, this the 19TH day of JUNE , 19 41.

Y.W. HALEY
BY LERA H. HALEY
ATTORNEY IN FACT
LERA H. HALEY
B. PENDLETON
MAGGIE M. PENDLETON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E.B. WALTON , a Notary Public in and for said County and State, the within named LERA H. HALEY WIFE OF Y.W. HALEY, AND B. PENDLETON AND WIFE, MAGGIE M. PENDLETON the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And Z , of the said X having appeared before me privately and apart from husband , the said , acknowledged the execution of the said instrument to have been done by XX 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 28 day of AUGUST 19 43.

My commission expires APRIL 8, 1945

(Seal) E.B. WALTON
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

~~Personally appeared before me,~~ ON THIS THE 28 DAY OF AUGUST, 1943, BEFORE ME, E.B. WALTON, A NOTARY PUBLIC IN AND FOR ~~- - -, a Notary Public in and for said County and State, the within named~~ SAID COUNTY AND STATE AFORESAID, PERSONALLY APPEARED LERA H. HALEY, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT IN BEHALF OF Y.W. HALEY, AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME AS THE FREE ACT AND DEED OF THE SAID Y.W. HALEY. the bargainor ~~- - with whom I am personally acquainted, and who acknowledged that - - - executed the within instrument for the purposes therein contained.~~

And of the said X 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 ~~XX~~ therein expressed.

Witness my hand and official seal at ~~Nashville, Tennessee,~~ OFFICE ON THE DAY ~~day of~~ AND DATE AFORESAID. ~~19 - -~~ .

My commission expires APRIL 8, 1945

(Seal) E.B. WALTON
Notary Public.

U.S.R.S. $2.20
REC'D AUG 30, 1943 AT 2:55 P.M.
CM

NUMBER 1808 RECORDED DEC 31, 1943 FIRST MORTGAGE OF VIRGINIA SCARBORO, BRUMMITT ET UX

73648 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1273

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND TWO HUNDRED FIFTY AND NO/100 / DOLLARS ($2,250.00)

of which THREE HUNDRED ($300.00) AND NO/100 DOLLARS has been paid in cash by JOHN C. BRUMMITT AND WIFE, FAIRY LEE BRUMMITT / , the receipt of which is hereby acknowledged, and for the remainder

the said ONE THOUSAND NINE HUNDRED FIFTY ($1,950.00) AND NO/100 DOLLARS JOHN C. BRUMMITT AND WIFE, FAIRY LEE BRUMMITT HAVE EXECUTED THEIR 78 JOINT PROMISSORY NOTES, OF EVEN DATE HEREWITH, FOR THE PRINCIPAL AMOUNT OF $25.00 EACH, BUT INTEREST AT THE RATE OF 6% PER ANNUM HAS BEEN COMPUTED AND ADDED TO FACE OF SAID NOTES, MAKING THE FIRST NOTE FOR $44.50, THE SECOND FOR $34.63 AND EACH NOTE THEREAFTER DECREASING 12 AND 13 CENTS ALTERNATELY, THE FIRST NOTE FALLING DUE NOVEMBER 1, 1943 AND THE OTHERS MONTHLY THEREAFTER AND PAYABLE TO THE ORDER OF VIRGINIA SCARBORO,

COPY OF RELEASE
BOOK NO. 1808 PAGE NO. 255
R.O.D.C., TENN.

MATURITY

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, VIRGINIA SCARBORO AND HUSBAND, L.F. SCARBORO

have this day bargained and sold, and do hereby transfer and convey, unto the said JOHN C. BRUMMITT AND WIFE, FAIRY LEE BRUMMITT, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS. 43 AND 44 ON THE PLAN OF HAYNIE'S CENTRAL PARK, AS OF RECORD IN BOOK 161 PAGE 116, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOTS NOS. 43 AND 44 FRONT 60 FEET EACH ON THE SOUTHERLY SIDE OF GLENVIEW DRIVE, FORMERLY GREENWOOD STREET, AND RUN BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO VIRGINIA SCARBORO BY DEED FROM CHARLES F. FITZGERALD AND WIFE, OF RECORD IN BOOK 509, PAGE 72, SAID REGISTER'S OFFICE.

TAXES FOR THE YEAR 1943 TO BE PRO-RATED AS OF SEPTEMBER 1, 1943.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN C. BRUMMITT AND WIFE, FAIRY LEE BRUMMITT, 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 C. BRUMMITT AND WIFE, FAIRY LEE BRUMMITT, 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 C. BRUMMITT AND WIFE, FAIRY LEE BRUMMITT do hereby transfer and convey unto WILLIAM O. LEE , 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.