WE, the said A. L. HEDGEPATH AND GLADYS H. HEDGEPATH, 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 A. L. HEDGEPATH AND GLADYS H. HEDGEPATH, 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 A. L. HEDGEPATH AND GLADYS H. HEDGEPATH 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 ED T. HORN 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. O. BURKE AND WIFE VERA P. BURKE and A. L. HEDGEPATH AND GLADYS H. HEDGEPATH, hereunto set our hands at NASHVILLE, Tennessee, this the 10 day of APRIL, 19 40.

J. O. BURKE
VERA P. BURKE
A. L. HEDGEPATH
GLADYS H. HEDGEPATH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E. E. KELLERHALS, a Notary Public in and for said County and State, the within named J. O. BURKE AND WIFE VERA P. BURKE AND A. L. HEDGEPATH AND WIFE GLADYS H. HEDGEPATH 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 17 day of APRIL 1940.

My commission expires OCT. 10, 1942

(Seal) E. E. KELLERHALS
Notary Public.

U.S.R.S. $.55
RECD SEPTEMBER 7, 1943 AT 1:39 P.M.
LM

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within named 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 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 day of 19 .

My commission expires

(Seal)
Notary Public.

NUMBER 1 1273 RELEASED SEPTEMBER 8, 1943
ROBERT G. BENSON, TRUSTEE TO NED LENTZ ET UX

75649 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1273

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED ($500.00) AND NO/100 DOLLARS of which ONE HUNDRED ($100.00) AND NO/100 DOLLARS has been paid in cash by NED LENTZ AND WIFE, FRANCES R. LENTZ, the receipt of which is hereby acknowledged, and for the remainder FOUR HUNDRED ($400.00) AND NO/100 DOLLARS the said NED LENTZ AND WIFE, FRANCES R. LENTZ HAVE EXECUTED THEIR FIVE JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, FOR $80.00 EACH, AND DUE IN ONE, TWO, THREE, FOUR AND FIVE YEARS FROM DATE, AND PAYABLE TO THE ORDER OF ROBERT G. BENSON, TRUSTEE, AND ALL OF SAID NOTES ARE PAYABLE ON OR BEFORE THEIR MATURITY DATE,

I d... the lien secured by the instrument ... and discharge of the Lien to secure ... recor... the same in Lien ... Book ... 8, ... Attest: J. P. Wilson ... Robt G Benson

all of said notes bearing ~~six~~ FIVE 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 I, ROBERT G. BENSON, TRUSTEE, PURSUANT TO THE POWER AND AUTHORTY VESTED IN ME BY DEED FROM SAM COHN AND WIFE, OF RECORD IN BOOK 1049, PAGE 593, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, have this day bargained and sold, and do hereby transfer and convey, unto the said NED LENTZ AND WIFE, FRANCES R. LENTZ, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 20 OF BLOCK 4 ON THE PLAN OF THE HIGHLANDS OF BELLE MEADE NO. 1, AS OF RECORD IN BOOK 547, PAGE 180, REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO. 20 FRONTS 100 FEET ON THE EASTERLY SIDE OF THE PAGE ROAD AND RUNS BACK 165.9 FEET ON THE NORTHERLY LINE AND 166.85 FEET ON THE SOUTHERLY LINE TO A DEAD LINE AND MEASURES 100 FEET THEREON. BEING PART OF THE PROPERTY CONVEYED TO ROBERT G. BENSON, TRUSTEE, BY DEED FROM SAM COHN AND WIFE, OF RECORD IN BOOK 1049, PAGE 593, SAID REGISTER'S OFFICE. THIS CONVEYANCE IS MADE SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN BOOK 723, PAGE 95; BOOK 722, PAGE 547, AND BOOK 928, PAGE 621, SAID REGISTER'S OFFICE. THIS CONVEYANCE IS ALSO MADE SUBJECT TO EASEMENT GRANTED SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY BY INSTRUMENT OF RECORD IN BOOK 1049, PAGE 331; ALSO AGREEMENT CONCERNING WATER PRIVILEGES OF RECORD IN BOOK 944, PAGE 101, SAID REGISTER'S OFFICE.

TAXES FOR THE YEAR 1943 TO BE PRO-RATED.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said NED LENTZ AND WIFE, FRANCES R. LENTZ, THEIR heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said NED LENTZ AND WIFE, FRANCES R. LENTZ, 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 HE, the said NED LENTZ AND WIFE, FRANCES R. LENTZ do hereby transfer and convey unto A. T. JONES, JR., 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.