I , the said NAOMI DAVIDSON RICE , 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 $ 4000.00 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.

I 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 I 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 I , the said NAOMI DAVIDSON RICE, (A WIDOW) , 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 I 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, AND IF I 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.

I 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. I 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 NAOMI DAVIDSON RICE, HER 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 MRS.F.T.HAYNIE, 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 CALLIE O.FERRISS, (A WIDOW)

and NAOMI DAVIDSON RICE, (A WIDOW) , hereunto set our hands

at NASHVILLE, , Tennessee, this the 1ST day of SEPT. , 19 43.

MRS.CALLIE O.FERRISS.
NAOMI DAVIDSON RICE.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, L.O.HARDAWAY, , a Notary Public in and for said County and State, the within named CALLIE O.FERRISS, (A WIDOW) AND NAOMI DAVIDSON RICE, (A WIDOW)

the bargainorS , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X , of the said

having appeared before me privately and apart from X 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 therein expressed. X

Witness my hand and official seal at Nashville, Tennessee, this 10TH day of SEPTEMBER 1943 .

My commission expires OCT. 18, 1943.

(Seal) L.O.HARDAWAY,
Notary Public.

U.S.R.S. $4.95
RECD SEPT. 10, 1943 AT 2:32 P M

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within named X

the bargainor , with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained. X

And , of the said

having appeared before me privately and apart from X 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. X

Witness my hand and official seal at Nashville, Tennessee, this day of 19 .

X

My commission expires

(Seal)
Notary Public.

73645 MARSHALL & BRUCE CO NASHVILLE

INSTALLMENT DEED

Book No. 1273

FOR AND IN CONSIDERATION of the sum of $2,000.00 TWO THOUSAND AND NO/100 DOLLARS

of which ($1700.00) SEVENTEEN HUNDRED AND NO/100 DOLLARS has been paid in cash by

F.O. CHEST AND WIFE MARY LOUISE CHEST , the receipt of which is hereby acknowledged, and for the remainder

$300.00 THREE HUNDRED AND NO/100 DOLLARS

the said F.O.CHEST AND WIFE MARY LOUISE CHEST HAVE EXECUTED AND DELIVERED THEIR PROMISSORY NOTE IN THE SUM OF $300.00 SAID NOTE IS PAYABLE IN MONTHLY INSTALLMENTS OF $25.00 EACH INCLUDING INTEREST ON THE UNPAID BALANCE. THE FIRST PAYMENT BEING DUE 30 DAYS FROM THE DATE OF THIS DEED. TO SECURE SAID NOTE , PRINCIPAL, INTEREST AND ATTORNEY'S FEE, A LIEN IS EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED, BUT SAID LIEN IS A SECOND LIEN SUBORDINATE AND INFERIOR TO THE LIEN OF THE FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE AS SET OUT IN A DEED OF TRUST, OF EVEN DATE HEREWITH TO LOUIS R. LINX, TRUSTEE, OF RECORD IN BOOK ____ PAGE____ REGISTER'S OFFICE DAVIDSON COUNTY TENNESSEE, TO SECURE THE FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE, IN THE PAYMENT OF AN INDEBTEDNESS IN THE SUM OF $1500.00

- -

~~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 ANNIE MURRAY KERRIGAN

MRS. KATE KERRIGAN BREEN AND MARTIN J. KERRIGAN

have this day bargained and sold, and do hereby transfer and convey, unto the said F.O.CHEST AND WIFE MARY LOUISE CHEST

THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: LAND IN DAVIDSON COUNTY,TENNESSEE, BEING LOT NO.5, ON THE MAP OF W.R. CORNELIUS JR'S SUBDIVISION, OF RECORD IN BOOK 57, PAGE 124,REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO.5 FRONTS 60 FEET ON THE NORTHERLY SIDE OF WOODLAND STREET, AND RUNS BACK BETWEEN LINE 150 FEET TO AN ALLEY IN THE REAR ON WHICH IT MEASURES 58 FEET 5 INCHES.

BEING PART OF THE PROPERTY DEVISED TO ANNIE MURRAY KERRIGAN, MRS. KATE KERRIGAN BREEN AND MARTIN J.KERRIGAN, AS DEVISEES UNDER THE WILL OF EDWARD T. KERRIGAN, DECEASED, OF RECORD IN WILL BOOK 58, PAGE 304, OF THE COUNTY COURT FOR SAID COUNTY.

- -

STATE OF OHIO
HAMILTON COUNTY.

PERSONALLY APPEARED BEFORE ME HOWARD H.JACOBS, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE THE WITHIN NAMED MR. MARTIN J.KERRIGAN THE BARGAINOR WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT HE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL AT CINCINNATI O. THIS 26 DAY OF AUGUST 1943.

(SEAL) H.H. JACOBS,
NOTARY PUBLIC

CONNISSION EXPIRES 1/5/44
MY COMMISSION EXPIRES JAN.5,1944.

- -

STATE OF TENNESSEE.
DAVIDSON COUNTY

PERSONALLY APPEARED BEFORE ME H. C. CUNNINGHAM, A NOTARY PUBLIC IN AND FOR SAID COUNTY, AND STATE, THE WITHIN NAMED ANNIE MURRAY KERRIGAN, THE BARGAINOR WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT ANNIE MURRAY KERRIGAN EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE THIS 31ST DAY OF AUGUST 1943.

(SEAL) H.C. CUNNINGHAM,
NOTARY PUBLIC

COMMISSION EXPIRES APRIL 9,1945.

- -

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said F.O.CHEST AND WIFE MARY LOUISE CHEST, 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 1943. TAXES WHICH HAVE BEEN PRO RATED AS OF THE DATE OF THIS DEED AND ASSUMED BY THE PURCHASERS HEREIN WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said F.O.CHEST AND WIFE MARY LOUISE CHEST 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 F.O.CHEST AND WIFE MARY LOUISE CHEST

do hereby transfer and convey unto FLOYD ADKISSON , 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.