WE, , the said H.BENTON MITCHELL AND WIFE ALTA M.MITCHELL , 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 $ 1250.00 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 H.BENTON MITCHELL AND WIFE ALTA M. MITCHELL , 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.

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 H.BENTON MITCHELL AND WIFE ALTA M.MITCHELL 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 WILLIAN N.HUNT 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 LOTTA L.HAYS A WIDOW,

and H.BENTON MITCHELL AND WIFE ALTA M.MITCHELL , hereunto set our hands

at NASHVILLE , Tennessee, this the 15TH day of NOVEMBER , 19 43.

LOTTA L.HAYS
H.BENTON MITCHELL
ALTA M.MITCHELL

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, A.T.JONES JR. , a Notary Public in and for said County and State, the within named H.BENTON MITCHELL AND WIFE ALTA M.MITCHELL

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 15TH day of NOVEMBER 19 43.

My commission expires JAN.3,1944.

(Seal) A.T.JONES JR.
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WILLIAM N.HUNT, , a Notary Public in and for said County and State, the within named LOTTA L.HAYS

the bargainor , with whom I am personally acquainted, and who acknowledged that SHE 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 15 day of NOVEMBER 19 43.

My commission expires 1-21-46

(Seal) WILLIAM N.HUNT
Notary Public.

U.S.R.S $ 2.20
RECEIVED NOVEMBER 17TH,1943. AT 2;50 P.M.F.C.

INSTALLMENT DEED

Book No. 1273

FOR AND IN CONSIDERATION of the sum of $2,[illegible]----THREE THOUSAND, ONE HUNDRED/ DOLLARS

of which THREE HUNDRED SIXTY AND NO/100 ($360.00)---- DOLLARS has been paid in cash by W. L. POOLE AND WIFE, GEORGIA M. POOLE , the receipt of which is hereby acknowledged, and for the remainder

the said ($2,800.00) TWO THOUSAND ,EIGHT HUNDRED AND NO/100----- DOLLARS W. L. POOLE AND WIFE, GEORGIA M. POOLE

HAVE EXECUTED THEIR ONE NOTE, BEARING EVENDATE HEREWITH PAYABLE TO THE ORDER OF JOHN H. CHEEK IN THE AMOUNT OF TWO THOUSAND, EIGHT HUNDRED AND NO /100 ($2,800.00) DOLLARS IN ONE HUNDRED EIGHTY (180) MONTHLY INSTALLMENTS OF TWENTY AND 72/100 ($20.72) DOLLARS EACH. EACH OF SAID 180 MONTHLY INSTALLMENTS INCLUDING PRINCIPAL AND INTEREST. THE FIRST INSTALLMENT OF WHICH IS DUE JULY 1ST, 1943, AND THE OTHERS, DUE MONTHLY THEREAFTER RESPECTIVELY.

[illegible]eclare that I am the [illegible] of the claim secured by the instrume[illegible]
[illegible]in recorded, and hereby [illegible] satisfaction thereof and discharge of the sa[illegible]
[illegible]o secure the same in f[illegible] 07 [illegible]y of Dec 1957
Attest: [illegible] DEPUTY REGISTER
NASHVILLE BANK & TRUST CO.
By [illegible] VICE PRES.

SAID $2,800.00 NOTE

~~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, JOHN H. CHEEK AND WIFE SUSAN GLENN CHEEK

have this day bargained and sold, and do hereby transfer and convey, unto the said W. L. POOLE AND WIFE, GEORGIA M. POOLE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 11 ON THE PLAT OF OAKHILL SUBDIVISION NO. 1, PROPERTY OF H. SOPER, AS OF RECORD IN BOOK 547, PAGE 465, REGISTER'S FOR SAID COUNTY, DESCRIBED ACCORDING TO A SURVEY MADE BY Z. J. WILKINSON, SURVEYOR, AUGUST 23, 1943, AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE SOUTHERLY MARGIN OF BATTERY ROAD AT THE CORNER OF LOTS NOS. 10 AND 11; THENCE WITH THE LINE BETWEEN SAID TWO LOTS, SOUTH 2 DEGREES WEST 305 FEET; THENCE SOUTH 88 DEGREES 30' EAST 135 FEET TO THE SOUTHWEST CORNER OF A 1.9 ACRE TRACT; THENCE WITH THE LINE BETWEEN LOT NO. 11 AND SAID 1.9 ACRE TRACT; [illegible] NORTH 4 DEGREES EAST 304.5 FEET TO A FENCE CORNER IN THE SOUTHERLY MARGIN OF SAID ROAD; THENCE WITH THE SOUTHERLY MARGIN OF SAID ROAD, NORTH 88 DEGREES 45' WEST 140 FEET TO THE BEGINNING, CONTAINING 2,[illegible] ACRES, MORE OR LESS.

BEING PART OF THE PROPERTY CONVEYED TO JOHN H. CHEEK, BY DEED FROM FRANK L. CHEEK AND WIFE, OF RECORD IN BOOK 421, PAGE 311, SAID REGISTER'S OFFICE.

THIS CONVEYANCE IS MADE SUBJECT TO AN EASEMENT FOR THE RADNOR WATER MAIN, WHICH RUNS FROM THE RADNOR LAKE TO RADNOR YARDS.

FOR THE CONSIDERATION AFORESAID, THE GRANTORS HEREIN ASSIGN AND TRANSFER UNTO THE SAID W. L. POOLE AND WIFE, GEORGIA M. POOLE, THE RIGHT AND PRIVILEGE OF OBTAINING WATER FROM THE LARGE SPRING LOCATED ON THE LAND LYING IMMEDIATELY EAST OF THE LAND HEREIN CONVEYED, ACCORDING TO THE TERMS AND PROVISIONS FULLY SET OUT IN THE DEED FROM W. H. SOPER, ET UX TO THERESA PERKINS SLOAN, OF RECORD IN BOOK 519, PAGE 287, OF SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W. L. POOLE AND WIFE, GEORGIA M. POOLE, 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 W. L. POOLE AND WIFE, GEORGIA M. POOLE, 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 W. L. POOLE AND WIFE, GEORGIA M. POOLE do hereby transfer and convey unto ALBERT E. THOMAS , 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.