AND — , the said MORRIS C. COLLIER AND WIFE AGNES E. COLLIER , 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 $ 2,500.00 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.

THEY 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 THEY 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 THEY , the said MORRIS C. COLLIER AND WIFE, AGNES E. COLLIER , 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 THEY 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, OR IF THEY 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.

THEY 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. THEY 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 MORRIS C. COLLIER AND WIFE AGNES E. COLLIER, 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 WALKER CASEY 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 JOHN F. JOHNSON & WIFE SARAH LESLIE JOHNSON

and MORRIS CLEMONS COLLIER & WIFE AGNES ELIZABETH COLLIER , hereunto set our hands

at NASHVILLE , Tennessee, this the — day of JUNE , 1943 .

JOHN F. JOHNSON
SARAH LESLIE JOHNSON
MORRIS CLEMONS COLLIER
AGNES ELIZABETH COLLIER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.R. CLAXTON , a Notary Public in and for said County and State, the within named JOHN F. JOHNSON AND WIFE, SARAH LESLIE JOHNSON AND MORRIS CLEMONS COLLIER AND WIFE, AGNES ELIZABETH COLLIER , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And , of the said
X X
having appeared before me privately and apart from husband , the said , acknowledged the execution of the said instrument to have
X X X X
been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and
X X
for the purposes therein expressed.

DAVIDSON COUNTY

Witness my hand and official seal at Nashville, Tennessee, this 30 day of JUNE 19 43.

My commission expires JAN 11, 1944

(Seal) W. R. CLAXTON
Notary Public.

U.S.R.S. $1.10
REC JULY 20, 1943 AT 11:55 A M
LP



NUMBER 98555

RECORDED JULY 21, 1943

MATTIE CAMFIELD
--TO--
FANNIE KATE HOLLADAY

73647 MARSHALL & BRUCE CO NASHVILLE

# INSTALLMENT DEED

Book No. 1274

FOR AND IN CONSIDERATION of the sum of THIRTY TWO HUNDRED FIFTY AND NO/100 ($3250.00)-- DOLLARS of which FIVE HUNDRED AND NO/100 ($500.00)---- DOLLARS has been paid in cash by A PART OF FANNIE KATE HOLLADAY , the receipt of which is hereby acknowledged, and for the remainder BEING IN THE SUM OF EIGHT HUNDRED NINETY ONE AND 15/100 ($891.15)--- DOLLARS the said FANNIE KATE HOLLADAY HAS ASSUMED AND AGREES TO PAY AN INDEBTEDNESS IN SAID SUM WHICH INCLUDES INTEREST TO JULY 15TH, 1943 OWING TO PRUDENTIAL LIFE INSURANCE COMPANY. SAID INDEBTEDNESS IS SECURED BY A DEED OF TRUST TO GUARANTY BANK & TRUST CO. OF MEMPHIS, TRUSTEE, OF RECORD IN BOOK 801, PAGE 77, R.O.D.C. TENNESSEE, AND FOR THE REMAINDER BEING IN THE SUM OF EIGHTEEN HUNDRED FIFTY EIGHT AND 85/100 ($1858.85 DOLLARS, THE SAID FANNIE K. H. HOLLADAY HAS EXECUTED AND DELIVERED HER 74 PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF MATTIE CAMFIELD, THE FIRST 73 OF SAID NOTES ARE IN THE SUM OF $25.00 EACH AND THE LAST OR 74TH NOTE IS FOR $33.85. THE FIRST NOTE IS DUE AND PAYABLE AUGUST 17TH, 1943 AND ANOTHER NOTE IS DUE AND PAYABLE ON THE SAME DAY OF EACH MONTH THEREAFTER UNTIL ALL OF SAID NOTES HAVE MATURED.

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, I, MATTIE CAMFIELD, UNMARRIED have this day bargained and sold, and do hereby transfer and convey, unto the said FANNIE KATE HOLLADAY, TO HER SOLE AND SEPARATE USE, FREE FROM THE DEBTS, CONTRACTS, LIABILITIES AND MARITAL RIGHTS FROM HER PRESENT OR ANY FUTURE HUSBAND, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING ALL OF LOT NO. 24 AND THE EASTERLY 2 FEET OF LOT NO. 23 ON THE PLAN OF J. B. HANCOCK'S ADDITION TO EAST NASHVILLE, AS OF RECORD IN BOOK 57, PAGE 133, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO. 24 AND THE EASTERLY 2 FEET OF LOT NO. 23 FRONT TOGETHER 45 FEET ON SOUTHERLY SIDE OF SHARPE AVENUE AND RUN BACK BETWEEN PARALLEL LINES AND WITH THE WESTERLY MARGIN OF 14TH STREET 135 FEET, MORE OR LESS TO AN ALLEY IN THE REAR AND SHOW 45 FEET ON SAID ALLEY.

BEING THE SAME PROPERTY CONVEYED TO MATTIE CAMFIELD BY DEED FROM JOHN C. CLOYD AND WIFE, OF RECORD IN BOOK 735, PAGE 105, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN.

THIS CONVEYANCE IS TO BE SUBJECT TO A RENTAL AGREEMENT WITH THE TENANTS OCCUPYING SAID PROPERTY AND SUBJECT TO OPA RULES AND REGULATIONS REGARDING SAID TENANTS.

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 26 day of July 1953

Attest: T B Wilson
DEPUTY REGISTER

Mattie Camfield

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FANNIE KATE HOLLADAY TO HER SOLE AND SEPARATE USE FREE FROM THE DEBTS, CONTRACTS, LIABILITIES AND MARITAL RIGHTS FROM HER PRESENT OR ANY FUTURE HUSBAND, HER 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. EXCEPT AS ABOVE STATED AND TAXES FOR 1943 WHICH HAVE BEEN PRO-RATED AND ASSUMED BY THE GRANTEES. I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said FANNIE KATE HOLLADAY, TO HER SOLE AND SEPARATE USE, ETC. 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 FANNIE KATE HOLLADAY do hereby transfer and convey unto E. P. RADABAUGH , 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.