IT, the said ROYAL OAKS APARTMENT COMPANY, DOES, 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 $ 16,500.00 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.

ROYAL OAK/ APARTMENT C MPANY 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 IT 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 IT, the said ROYAL OAKS APARTMENT COMPANY, 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 IT 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, IT 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.

IT 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. IT 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 ROYAL OAKS APARTMENT COMPANY 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 ALBERT G. EWING, SR 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 LOUISE GORDON (UNMARRIED)

and ROYAL OAKS APARTMENT COMPANY, hereunto set our hands

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

LOUISE GORDON
ROYAL OAKS APARTMENT CO.
PRES- ROBERT M. CONDRA
SEC- EVELYN JOHNSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. L. BAINBRIDGE JR, a Notary Public in and for said County and State, the within named LOUISE GORDON (UNMARRIED)

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

And

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 24 day of JULY 19 43.

My commission expires MAY 6, 1944

(Seal) W. L. BAINBRIDGE, JR
Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BEFORE ME, W. L. BAINBRIDGE, JR. A NOTARY PUBLIC IN ANS FOR THE COUNTY AND STATE AFORESAID, PERSONALLY APPEARED ROBERT M. CONDRA WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH ACKNOWLEDGED HIMSELF TO BE THE PRESIDENT OF THE ROYAL OAKS APARTMENT COMPANY, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH PRESIDENT BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS PRESIDENT.
AND ALSO PERSONALLY APPEARED EVELYN JOHNSON, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED HERSELF TO BE SECRETARY OF THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT SHE ASNSUCH SECRETARY BEING AUTHORIZED SO TO DO, EXECUTED ANS THAT SHE ATTESTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, AND THAT SHE ATTESTED THE SAME AS SUCH OFFICER OF SAID CORPORATION.
WITNESS MY HAND AND SEAL AT OFFICE IN NASHVILLE DAVIDSON COUNTY, TENNESSEE THIS THE 24TH DAY OF JULY 1943.

(SEAL) W. L. BAINBRIDGE, JR
NOTARY PUBLIC

MY COMMISSION EXPIRES: MAY 6, 1944
U.S.R.S.$8.80 REC JULY 28, 1943 AT 8:15 A M
REC JULY LP

NUMBER 08918 RECORDED JULY 28TH, 1943. # 4567-M

LIFE & CASUALTY INS. CO. --TO-- JOHN G. CHILES ET UX.

V. J.A.E.

72547 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1274

FOR AND IN CONSIDERATION of the sum of THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS

of which FIFTEEN HUNDRED AND NO/100 DOLLARS has been paid in cash by JOHN G. CHILES AND WIFE MIGNON M.CHILES, the receipt of which is hereby acknowledged, and for the remainder TWELVE THOUSAND AND NO/100 DOLLARS

the said JOHN G. CHILES AND WIFE MIGNON M.CHILES, HAVE EXECUTED THEIR PROMISSORY NOTE OF EVEN DATE HEREWITH IN THE SUM OF TWELVE THOUSAND AND NO/100 DOLLARS, BEARING INTEREST AT THE RATE OF 4½ PER CENT PER ANNUM IS PAYABLE IN 180 EQUAL MONTHLY INSTALLMENTS ON THE FIRST DAY OF EACH CALENDAR MONTH, BEGINNING ON THE FIRST DAY OF AUGUST 1943, EACH FOR, THE SUM OF $91.80 AND EACH OF SAID INSTALLMENTS INCLUDING;
(A) INTEREST CALCULATED ON THE MONTHLY DECREASING BALANCE OF SAID PRINCIPAL AFTER THE PAYMENT OF EACH OF THE SAID MONTHLY INSTALLMENTS, AND,
(B) A PAYMENT ON ACCOUNT OF AMORTIZATION OF THE PRINCIPAL OF SAID LOAN. THE NUMBER GRANTEE SHALL HAVE THE PRIVILEGE ON ANY INSTALLMENT PAYMENT DATE TO PAY A NUMBER OF ADDITIONAL PRINCIPAL INSTALMENTS AS SHOWN ON THE AMORTIZATION SCHEDULE SUCH SUM OR SUMS SO PAID SHALL BE APPLIED TO THE LAST MATURING INSTALMENT OR INSTALMENTS AND SHALL NOT DISRUPT THE MONTHLY CONTINUITY OF THE REGULAR MONTHLY INSTALMENTS

I hereby certify that the true and lawful holder of the note secured by this deed of trust appeared before me this 7 day of Dec 1943 and acknowledged the satisfaction of the same in full.
LIFE & CASUALTY INSURANCE CO OF TENN
BY

~~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, THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE.

have this day bargained and sold, and do hereby transfer and convey, unto the said JOHN G. CHILES AND WIFE MIGNON M.CHILES

THEIR, heirs and assigns, certain real estate in Davidson County, ~~Tennessee, as follows:~~ THE 7TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING ALL OF LOT NO.30, EXCEPT 25 X 40 FEET OUT OF THE SOUTHEAST CORNER THEREOF ON THE PLAT OF A SUBDIVISION OF LOT NO. 19 AND OTHER LOTS IN BELLE MEADE SECOND PLAN, AS OF RECORD IN BOOK 421, PAGE 172, REGISTER'S OFFICE FOR SAID COUNTY, AND ALL OF LOT NO.7 EXCEPT 25 X 40 FEET OUT OF THE NORTHEAST CORNER THEREOF, AND THE NORTHERLY 37 FEET OF LOT NO.8 ON THE PLAN OF A SUBDIVISION OF LOT NO.18, AND OTHER LOTS IN BELLE MEADE SECOND PLAN, AS OF RECORD IN BOOK 421, PAGES 98, AND 99, SAID REGISTER'S OFFICE. DESCRIBED AS FOLLOWS;
BEGINNING ON THE EASTERLY MARGIN OF ENQUIRER AVENUE AT A POINT 100 FEET SOUTH OF THE SOUTHERLY MARGIN OF IRIQUOIS AVENUE, SAID POINT BEING THE CORNER OF LOTS NOS.29 AND 30 ON THE FIRST MENTIONED PLAN; THENCE WITH THE EASTERLY MARGIN OF ENQUIRER AVENUE SOUTHWARDLY 235 FEET TO THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO WILL T.CHEEK FOR LIFE ETC., BY DEED FROM GORDON JONES JR. OF RECORD IN BOOK 1157, PAGE 121, SAID REGISTER'S OFFICE; THENCE WITH SAID CHEEK'S NORTHERLY LINE EASTWARDLY 282 FEET, MORE OR LESS, TO THE WESTERLY LINE OF LOT NO.5, THENCE WITH THE LINE BETWEEN LOTS NOS. 5 AND 8 AND 6 AND 7 NORTHWARDLY 109 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO H.H.CORSON BY DEED FROM ALBERT S. BRITT, TRUSTEE, ET AL, OF RECORD IN BOOK 512, PAGE 676, SAID REGISTER'S OFFICE; THENCE WITH SAID CORSON'S SOUTHERLY LINE WESTWARDLY 25 FEET TO HIS SOUTHWEST CORNER; THENCE WITH HIS WESTERLY LINE NORTHWARDLY 80 FEET TO HIS NORTHWEST CORNER, THENCE WITH HIS NORTHERLY LINE EASTWARDLY 25 FEET TO THE DIVIDING LINE BETWEEN LOTS NOS.1 AND 30, ON SAID PLAN OF RECORD IN BOOK 421, PAGE 172 SAID REGISTER'S OFFICE; THENCE WITH SAID DIVIDING LINE NORTHWARDLY 44 FEET TO THE CORNER OF LOTS NOS.29 AND 30 THENCE WITH THE LINE BETWEEN SAID TWO LOTS WESTWARDLY 285 FEET 5 INCHES TO THE BEGINNING.
BEING THE SAME PROPERTY CONVEYED TO LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, BY 2 DEEDS ONE FROM A. M.BURTON, TRUSTEE, OF RECORD IN BOOK 1003, PAGE 4, AND THE OTHER FROM HERBERT FOX, AND WIFE OF RECORD IN BOOK 1151, PAGE 553, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN G. CHILES AND WIFE MIGNON M. CHILES, 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 SUCCESSORS, ~~heirs and representatives~~, to warrant and forever defend the title to said real estate to said JOHN G. CHILES AND WIFE MIGNON M.CHILES, 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 G. CHILES AND WIFE MIGNON M.CHILES, do hereby transfer and convey unto P.M. ESTES 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.