WE , the said PERRY D. AND LERLIE PATTON , 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 $ 2800.00 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 PERRY D. AND LERLIE PATTON , 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 PERRY D. AND /OR LERLIE PATTON, THEIR RESPECTIVE 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 AARON MORRIS 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 MRS. ROSIE GROSS, A WIDOW; EDWARD FROSS ET UX ANNA; HARVEY GROSS ET US LANA; and EDNA GROSS LIGHTMAN ET VIR, EDWARD; AND PERRY D. PATTON AND LERLIE PATTON , hereunto set our hands at NASHVILLE , Tennessee, this the 29 day of ~~OCTOBER~~ SEPT. , 19 43.

MRS. ROSIE GROSS
EDWARD GROSS
ANNA GROSS
HARVEY GROSS
LENA GROSS
EDNA GROSS LIGHTMAN
EDWARD LIGHTMAN

PERRY D. PATTON
LERLIE PATTON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, THE UNDERSIGNED a Notary Public in and for said County and State, the within named MRS. ROSIE GROSS WIDOW OF SOL GROSS; EDWARD GROSS AND WIFE, ANNA GROSS; HARVEY GROSS AND WIFE LENA GROSS; EDNA GROSS-LIGHTMAN AND HUSBAND, EDWARD LIGHTMAN; AND PERRY D. PATTON AND SISTER LERLIE PATTON, the bargainor S, 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 X having appeared before me privately and apart from X husband , the said X , 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.

Witness my hand and official seal at Nashville, Tennessee, this 28 day of SEPTEMBER 19 43.

My commission expires APRIL 26, 1945

(Seal) D. R. MYERS
Notary Public.

U.S.R.S. $3.85
REC SEPT 30, 1943 AT 3:00 P M
LP

NUMBER 102251
RECORDED OCT 1, 1943

A. M. HELMS ET UX
--TO--
HERBERT HELMS

75734 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1278

FOR AND IN CONSIDERATION of the sum of SIXTEEN HUNDRED ($1600.00) ---- DOLLARS of which $ EIGHT HUNDRED---- DOLLARS has been paid in cash by HERBERT HELMS , the receipt of which is hereby acknowledged, and for the remainder the said EIGHT HUNDRED----- DOLLARS HERBERT HELMS HAS EXECUTED TWO (2) NOTES PAYABLE TO THE ORDER OF A. M. HELMS AND WIFE ALCE HELMS, IN THE SUM OF FOUR HUNDRED ($400.00) DOLLARS EACH, BEARING EVEN DATE HEREWITH AND DUE AND PAYABLE ONE (1) AND TWO (2) YEARS FROM DATE,

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, A. M. HELMS AND WIFE, ALCE HELMS

have this day bargained and sold, and do hereby transfer and convey, unto the said HERBERT HELMS, HIS heirs and assigns, certain real estate in Davidson County, Tennessee, ~~as follows~~: BEING DESCRIBED HEREINAFTER AS THE FIRST TRACT, AND A RIGHT-OF WAY OR EASEMENT FOR ROADWAY PURPOSES IN THE SECOND TRACT HEREINAFTER DESCRIBED, THE FIRST TRACT IN WHICH FEE SIMPLE TITLE IS CONVEYED BEING DESCRIBED AS FOLLOWS:

IST. TRACT- LAND IN THE 3RD, FORMERLY 2ND, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE BEING PARTS OF LOTS NOS. 3 AND 4 ON THE MAP OF THE SUBDIVISION KNOWN AS DONELSON HEIGHTS, NOT OF RECORD, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 1-3/4° WEST 225 FEET FROM THE CENTER LINE OF THE OLD LEBANON TURNPIKE, SAID POINT BEING THE NORTHEAST CORNER OF THAT PART OF THE PROPERTY CONVEYED TO BRANSFORD REALTY COMPANY BY DEED OF RECORD IN BOOK 923, PAGE 660, REGISTER'S OFFICE FOR SAID COUNTY, NOW THE NORTHEAST CORNER OF HUBERT E. HUFFER WHO ACQUIRED SAME BY DEED OF RECORD IN BOOK 1272, PAGE 226, SAID REGISTER'S OFICE; THENCE WITH HUFFER'S NORTH LINE SOUTH 87° WEST, PASSING HUFFER'S NORTHWEST CORNER AT 70 FEET BEING C. A. SINGLETON'S NORTHEAST CORNER, IN ALL 184 FEET, SINGLETON'S NORTHWEST CORNER, IN THE EAST LINE OF THE E. FITZPATRICK LANDS, NOW KELLEY; THENCE NORTH 1-3/4° WEST WITH SAID LINE 150 FEET TO A STAKE, BEING THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO A. M. HELMS BY DEED OF RECORD IN BOOK 669, PAGE 113, SAID REGISTER'S OFFICE; THENCE NORTH 87° EAST 184 FEET TO A POINT; THENCE SOUTH 1-3/4° EAST 150 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE PROPERTY CONVEYED TO A. M. HELMS BY DEED FROM JOSEPH R. WEST, CLERK AND MASTER, OF RECORD IN BOOK 669, PAGE 113, REGISTER'S OFFICE FOR SAID COUNTY.

DESCRIPTION OF LAND IN WHICH RIGHT-OF-WAY OR EASEMENT IS CONVEYED TO THE GRANTEE HEREIN;

2ND TRACT: LAND IN THE 3RD, FORMERLY 2ND, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING PARTS OF LOTS NOS. 3 AND 4 ON THE MAP OF THE SUBDIVISION KNOWN AS DONELSON HEIGHTS, NOT OF RECORD AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF THE OLD LEBANON TURNPIKE, THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO BRANSFORD REALTY COMPANY BY DEED OF RECORD IN BOOK 923, PAGE 660, REGISTER'S OFFICE FOR SAID COUNTY, NOW HUBERT E. HUFFER'S SOUTHEAST CORNER WHO ACQUIRED SAME BY DEED OF RECORD IN BOOK 1272, PAGE 226, SAID REGISTER'S OFFICE; THENCE WITH HUFFER'S EAST LINE NORTH 1-3/4° WEST, PASSING HUFFER'S NORTHEAST CORNER AT 225 FEET, IN ALL 375 FEET TO THE NORTH LINE OF THE PROPERTY CONVEYED TO A. M. HELMS BY DEED OF RECORD IN BOOK 669, PAGE 113, SAID REGISTER'S OFFICE, SAID POINT BEING NORTH 87° EAST 184 FEET FROM THE NORTHWEST CORNER OF SAID HELM'S PURCHASE; THENCE NORTH 87° EAST 20 FEET TO A POINT; THENCE SOUTH 1-3/4° EAST 375 FEET TO A POINT IN THE CENTER LINE OF THE OED LEBANON TURNPIKE; THENCE SOUTH 87° WEST 20 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE PROPERTY CONVEYED TO A. M. HELMS BY DEED FROM JOSEPH R. WEST, CLERK AND MASTER, OF RECORD IN BOOK 669 PAGE 113, SAID REGISTER'S OFFICE

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HERBERT HELMS, HIS heirs and assigns, forever,

lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

WE covenant that WE ARE

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said HERBERT HELMS, HIS 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 HERBERT HELMS do hereby transfer and convey unto W. D. DODSON , 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.