WE , the said WILLIAM F. BURTON AND WIFE, CORINNE W. BURTON , 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 $ 5500.00 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 WILLIAM F. BURTON AND WIFE, CORINNE W. BURTON , 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 WILLIAM F. BURTON AND WIFE, CORINNE W. BURTON 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 FRANK G. SHARPE 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 J. P. ELLIS, TRUSTEE

and WILLIAM F. BURTON AND WIFE, CORINNE W. BURTON , hereunto set our hands

at NASHVILLE , Tennessee, this the 28TH day of OCTOBER , 19 43.

J. P. ELLIS, TRUSTEE
WILLIAM F. BURTON
CORINNE W. BURTON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JNO. D. SHARP , a Notary Public in and for said County and State, the within named J. P. ELLIS, TRUSTEE, AND WILLIAM F. BURTON AND WIFE, CORINNE W. BURTON the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And , wf 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 --- day of OCTOBER 19 43.

My commission expires JAN 5, 1947
U.S.R.S. $3.30
REC OCT 29, 1943 AT 3:36 P M
LP

(Seal) JNO. D. SHARP
Notary Public.

NUMBER 103822 RECORDED NOVEMBER 1ST, 1943.

H.C. TRAVIS, ET UX. --TO-- ARCHIE COLE , ET UX.

75784 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1278

FOR AND IN CONSIDERATION of the sum of $2500.00 TWENTY FIVE HUNDRED AND NO/100 DOLLARS of which ONE- HUNDRED SIXTY ($160.00) AND NO/100 DOLLARS has been paid in cash by ARCHIE COLE AND WIFE MARY ELIZABETH COLE, , the receipt of which is hereby acknowledged, and for the remainder $2340.00 TWENTY THREE HUNDRED- FORTY AND NO/100 DOLLARS the said ARCHIE COLE AND WIFE MARY ELIZABETH COLE, HAVE EXECUTED THEIR 112 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH OF WHICH NOTES THE FIRST 111 ARE EACH IN THE SUM OF TWENTY -TWO ($22.00) DOLLARS, THE LAST OR 112 NOTE BEING IN THE SUM OF EIGHT ($8.00) DOLLARS THE FIRST ONE OF SAID NOTES WAS DUE AND PAYABLE ON JUNE 1ST, 1941, AND ONE(1) OTHER NOTE DUE AND PAYABLE ON OR BEFORE THE FIRST DAY OF EACH AND EVERY MONTH THER AFTER UNTIL ALL BECOME DUE AND PAYABLE ALL OF WHICH NOTES DUE AND PAYABLE TO H.C.TRAVIS, OR ORDER.

I Declare that I am the true and lawful owner of the claim secured by the instrument within recorded, and I have received full satisfaction thereof and discharge of the lien secured by the same. This 27 day of Oct 1943.
Witness
DEPUTY REGISTER

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, H.C. TRAVIS, AND WIFE SALLIE TRAVIS, have this day bargained and sold, and do hereby transfer and convey, unto the said ARCHIE COLE AND WIFE MARY ELIZABETH COLE, THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE SOUTHERLY PART OF LOT NO.THIRTEEN (13) ON THE PLAN OF THE UNITED ELECTRIC RAILWAY ADDITION TO EAST NASHVILLE, AS OF RECORD IN BOOK NO.161, PAGE 8, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID PART OF LOT NO.THIRTEEN (13) FRONTS FIFTY (50) FEET ON THE NORTHERLY SIDE OF EASTSIDE AVENUE, FORMERLY ASHWORTH AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO H.C.TRAVIS BY DEED FROM ELEANOR ALLEN SULLIVAN AND HER HUSBAND OF RECORD IN BOOK NO.782, PAGE626, OF THE REGISTER'S OFFICE FOR DAVIDSONCOUNTY, TENNESSEE

NOTE: THE GRANTEES HEREIN ASSUME THE PAYMENT OF THE TAXES FOR THE YEAR OF 1941, ON THE WITHIN DESCRIBED AND CONVEYED PROPERTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ARCHIE COLE AND WIFE MARY ELIZABETH COLE, 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 ARCHIE COLE AND WIFE MARY ELIZABETH COLE 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 ARCHIE COLE AND WIFE MARY ELIZABETH COLE, do hereby transfer and convey unto PAUL F.JONES , 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.