WE , the said MARTHA JOHANNA LOKEY AND HUSBAND BURTON LOKEY , do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire AND WIND insurance company or companies for at least the sum of $ 2000.00 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 MARTHA JOHANNA LOKEY AND HUSBAND BURTON LOKEY , 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, IF 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 MARTHA JOHANNA LOKEY ET VIR BURTON LOKEY 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 E.A. BARRETT 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 LAURA T. DORRIS AND HUSBAND C.H. DORRIS

and MARTHA JOHANNA LOKEY AND HUSBAND, BURTON LOKEY , hereunto set our hands

at NASHVILLE , Tennessee, this the 1ST day of NOVEMBER , 19 43.

LAURA T. DORRIS
C.H. DORRIS
MARTHA JOHANNA LOKEY
BURTON LOKEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, C.B. TUCKER , a Notary Public in and for said County and State, the within named LAURA T. DORRIS AND HUSBAND C.H. DORRIS MARTHA JOHANNA LOKEY AND HUSBAND BURTON LOKEY 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 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 5 day of NOVEMBER 1943.

My commission expires OCT 7, 1947

(Seal) C.B. TUCKER
Notary Public.

U.S.R.S. $4.40

REC'D NOV 5, 1943 AT 10:12 A.M.

CM

NUMBER 104083 RECORDED NOV 6, 1943 L.S. STEPHENS ET UX TO G.W. KIRK ET UX

75784 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1278

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND NINE HUNDRED FIFTY & NO/100 ($2,950.00) DOLLARS of which TWO THOUSAND THREE HUNDRED FIFTY & NO/100 ($2,350.00) DOLLARS has been paid in cash by G.W. KIRK AND WIFE, NAYDENE KIRK , the receipt of which is hereby acknowledged, and for the remainder the said SIX HUNDRED & NO/100 ($600.00) DOLLARS G.W. KIRK AND WIFE, NAYDENE KIRK HAVE EXECUTED AND DELIVERED THEIR ONE PROMISSORY NOTE OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF L.S. STEPHENS AND WIFE, FLOSSIE STEPHENS, IN THE SUM OF $600.00, AND PAYABLE IN MONTHLY INSTALLMENTS AS FOLLOWS:

ON THE 3RD DAY OF DECEMBER, 1943 THE SUM OF $10.00, AND ON THE 3RD DAY OF EACH MONTH THEREAFTER, WHICH AMOUNT IS TO BE APPLIED FIRST TO INTEREST AT THE RATE OF 6% PER ANNUM ON THE UNPAID BALANCE, AND THE REMAINDER TO THE PRINCIPAL UNTIL PAID IN FULL, AND TO SECURE THE PAYMENT OF SAID NOTE, PRINCIPAL , INTEREST AND ATTORNEY'S FEES A LIEN IS HEREBY EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED, BUT SAID LIEN IS A SECOND LIEN THE SAME BEING SUBORDINATE AND INFERIOR TO A LIEN TO SECURE THE FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION OF NASHVILLE IN THE PAYMENT OF $1850.00 EVIDENCED BY A DEED OF TRUST OF EVEN DATE TO LOUIS LEFTWICH, JR. TRUSTEE,
ON THE LAND HEREIN CONVEYED L.S. STEPHENS AND WIFE, FLOSSIE STEPHENS HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID G.W. KIRK AND WIFE, NAYDENE KIRK, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:
BEING THE NORTH PART OF LOT NO.53 IN THE KENNEDY AND GRAVES' SUBDIVISION OF BLOCKS "C" AND "D" IN MONTE VISTA, AS OF RECORD IN BOOK 843, PAGE 14, REGISTER'S OFFICE FOR SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON STAKE, THE NORTHWEST CORNER OF LOT NO.53; THENCE WITH THE NORTHERLY LINE OF SAID LOT NO.53, 90 FEET TO AN IRON PIPE AT AN ANGLE IN SAID NORTH LINE, CONTINUING WITH SAID NORTH LINE OF LOT NO.53, 20 FEET TO AN IRON PIN, THE NORTHEAST CORNER OF LOT NO.53; THENCE WITH THE EAST LINE OF SAID LOT SOUTHWARDLY 62.5 FEET TO AN IRON STAKE IN SAID EAST LINE; THENCE WESTWARDLY 109 FEET TO A STAKE IN THE WEST LINE OF LOT NO.53; THENCE WITH THE WEST LINE OF LOT NO.53 NORTHWARDLY 71 FEET TO THE BEGINNING. INCLUDED IN THIS DESCRIPTION IS A STRIP 13 FEET WIDE ALONG THE WEST LINE OF LOT NO.53 DEDICATED TO THE USE OF A PUBLIC ROAD, ALSO A PERPETAUL EASEMENT FOR A ROADWAY IN THE FOLLOWING DESCRIPTION PROPERTY, TO WIT: BEGINNING AT A STAKE AND IRON PIPE IN THE WEST PROPERTY LINE OF LOT NO.53 (KENNEDY AND GRAVES' SUBDIVISION OF BLOCKS "C" AND "D" IN MONTE VISTA) AND THE NORTH MARGIN OF MCALPINE AVENUE 20 FEET NORTH OF THE SOUTHWEST CORNER OF LOT NO.53; THENCE WITH SAID WEST LINE OF LOT NO.53, 368.5 FEET TO AN IRON PIPE AT THE NORTHWEST CORNER OF LOT NO.53; THENCE WITH THE NORTH LINE OF LOT NO.53 EASTWARDLY 13 FEET TO A POINT; THENCE SOUTHWARDLY AND APRALLEL WITH THE WEST LINE OF LOT NO.53, 368.5 FEET, MORE OR LESS, TO THE NORTH MARGIN OF MCALPINE AVENUE; THENCE WITH THE NORTH MARGIN OF SAID MCALPINE AVENUE WESTWARDLY 13 FEET TO THE BEGINNING, TO BE USED AS A ROADWAY; BEING THE SAME PROPERTY CONVEYED TO L.S. STEPHENS AND WIFE, FLOSSIE STEPHENS, BY DEED FROM H.L. STEPHENS AND WIFE, OF RECORD IN BOOK 1040, PAGE 596, SAID REGISTER'S OFFICE. SEE *

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~~

have ~~this day bargained and sold, and do hereby transfer and convey, unto the said~~ heirs ~~and assigns, certain real estate in Davidson County, Tennessee, as follows:~~

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said G.W. KIRK AND WIFE, NAYDENE KIRK heirs and assigns, forever, SAID L.S. STEPHENS AND WIFE, FLOSSIE STEPHENS covenant that THEY ARE 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 HEREIN SET OUT.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said G.W. KIRK AND WIFE, NAYDENE KIRK, 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 G.W. KIRK AND WIFE, NAYDENE KIRK

do hereby transfer and convey unto FLOYD ADKISSON , 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.

I declare that I am the true and lawful holder of the claim secured by the instrument of record, and hereby acknowledge the same to be fully paid and discharge the same in full. This 7 day of ... 1944

Attest ... REGISTER