ME , the said RUSSELL J. PETTIBONE AND ELSIE M. PETTIBONE , 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 $ 1250.00 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.

ME 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 ME 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 ME , the said RUSSELL J. PETTIBONE AND ELSIE M. PETTIBONE , 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 ME 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, ME 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.

ME 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. ME 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 RUSSELL J. AND ELSIE M. PETTIBONE, 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 FERRIS C. BAILEY 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 HERMITAGE HOMES, INC

and RUSSELL J. PETTIBONE AND WIFE, ELSIE M. PETTIBONE , hereunto set our hands

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

HERMITAGE HOMES INC
BY - SAM F. COLEMAN -PRES
DARTHEA TUCKER COLEMAN -SECRETARY
ELSIE M. PETTIBONE
RUSSELL J. PETTIBONE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, KATE ALLEN BADGETT , a Notary Public in and for said County and State, the within named RUSSELL J. PETTIBONE AND WIFE, ELSIE M. PETTIBONE

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

And XX , XX of the said XX 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. X

Witness my hand and official seal at Nashville, Tennessee, this 3RD day of MAY 19 43

My commission expires OCTOBER 8, 1945

(Seal) KATE ALLEN BADGETT
Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BEFORE ME, KATE ALLEN BADGETT, A NOTARY PUBLIC WITHIN AND FOR THE STATE AND COUNTY, AFORESAID PERSONALLY APPEARED SAM F. COLEMAN AND DARTHEA BUCKER COLEMAN WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON THEIR SEVERAL OATHS ACKNOWLEDGED THEMSELVES, TO BE THE PRESIDENT AND SECRETARY RESPECTIVELY OF THE HERMITAGE HOMES, INC THE WITHIN NAMED BARGAINOR, A CORPORATION AND THAT THEY AS SUCH PRESIDENT AND SECRETARY BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY THE SAID SAM F. COLEMAN AS SUCH PRESIDENT AND ATTESTING THE SAME BY THE SAID DARTHEA TUCKER COLEMAN AS SUCH SECRETARY. WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE AT NASHVILLE, TENNESSEE ON THIS THE 3RD DAY OF MAY, 1943. (SEAL) KATE ALLEN BADGETT, NOTARY PUBLIC
MY COMMISSION EXPIRES: OCTOBER 8, 1945
U.S.R.S. 21.65
REC NOV 17, 19 2 AT 2:25 P M
LP

NUMBER 104630 RECORDED NOVEMBER 19TH, 194-

HARRY DIAMOND ET UX. --TO-- MAGGIE HALL

INSTALLMENT DEED

Book No. 1278

FOR AND IN CONSIDERATION of the sum of FIFTEEN HUNDRED ($1500.00) DOLLARS

of which TWO HUNDRED FIFTY ($250.00) DOLLARS has been paid in cash by MAGGIE HALL, A WIDOW, , the receipt of which is hereby acknowledged, and for the remainder TWELVE HUNDRED FIFTY ($1250.00) DOLLARS the said MAGGIE HALL HAS EXECUTED ONE NOTE OF EVEN DATE HEREWITH IN THE PRINCIPAL SUM OF TWELVE HUNDRED FIFTY ($1250.00) DOLLARS, PAYABLE TO THE ORDER OF HARRY DIAMOND, WITH INTEREST AT 6% PER ANNU, SAID NOTE IS PAYABLE IN INSTALLMENTS , INCLUDING PRINCIPAL AND INTEREST, OF TWENTY & 03/100 ($20.03) DOLLARS, EACH BEGINNING DECEMBER 12, 1943, AND ON THE 12TH DAY OF EACH MONTH RESPECTIVELY THEREAFTER.

I declare that I am the owner and holder of the claim secured by the instrument within recorded, and hereby acknowledge full satisfaction thereof and discharge of the lien to secure the same in full. This 17 day of March 1949.

Attest: J. P. Wilson DEPUTY REGISTER

Commerce Union Bank
by W. Howard Ford
Asst Vice Pres.

MATURITY

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, HARRY DIAMOND AND WIFE IDA K. DIAMOND,

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

BEING PART OF LOT NO.146 ON THE PLAN OF D.T. MCGAVOCK'S FIRST ADDITION TO NASHVILLE, AS THE SAME APPEARED OF RECORD IN BOOK 10, PAGES 608 AND 609, REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE, AND DESCRIBED ACCORDING TO A SURVEY MADE DECEMBER 29, 1926, BY W.B. SOUTHGATE, SURVEYOR, AS FOLLOWS;

BEGINNING ON THE NORTHERLY MARGIN OF JEFFERSON STREET, 8 FEET 4 INCHES EASTERLY FROM THE SOUTHWEST CORNER OF SAID LOT NO. 146; AND RUNNING THENCE IN A NORTHERLY DIRECTION AND PARALLEL WITH THE LINE BETWEEN LOTS NOS.146 AND 147, 100 FEET TO THE SOUTHERLY MARGIN OF A PRIVATE ALLEY; THENCE WITH THE SOUTHERLY MARGIN OF SAID ALLEY IN AN EASTERLY DIRECTION 33 FEET 4 INCHES; THENC SOUTHWARDLY AND PARALLEL WITH THE FIRST LINE 100 FEET TO THE NORTHERLY MARGIN OF JEFFERSON STREET; THENCE WITH THE NORTHERLY MARGIN OF SAID STREET IN A WESTERLY DIRECTION 33 FEET 4 INCHES TO THE BEGINNING.

AND BEING THE SAME PROPERTY CONVEYED TO HARRY DIAMOND BY DEED FROM ELKIN GARFINKLE TRUSTEE, OF RECORD IN BOOK 950, PAGE 391, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MAGGIE HALL HER 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 further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said MAGGIE HALL 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 MAGGIE HALL A WIDOW,

do hereby transfer and convey unto ARTHUR H. CAMPBELL , 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.