I, the said S. E. GRINSTED, 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 $ 1,000.00 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.

I 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 I 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 I, the said S. E. GRINSTED, 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 I 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, I 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.

I 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. I 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 S. E. GRINSTED, HIS 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 L. M. NELSON 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 PHILIP COHEN AND WIFE, SARA K. COHEN and S. E. GRINSTED, AN UNMARRIED MAN, bereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of DECEMBER, 19 43.

PHILIP COHEN
SARA K. COHEN
S. E. GRINSTED

STATE OF TENNESSEE, DAVIDSON COUNTY:

Personally appeared before me, LOUISE EDWARDS, a Notary Public in and for said County and State, the within named PHILIP COHEN AND WIFE SARA K. COHEN AND S. E. GRINSTED, AN UNMARRIED MAN 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~~ 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 ~~X~~ said husband, and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 27TH day of NOVEMBER 19 43

My commission expires JULY 8, 1947

(Seal) LOUISE EDWARDS
Notary Public.

REC NOV 29, 1943 AT 8:35 A M
U.S.R.S. $ 1.65
LP

BRADLEY & GOOCH CO. NASHVILLE

INSTALLMENT DEED

Book No. 1278

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND ($5000.00) DOLLARS of which ONE THOUSAND ($1000.00) ---- DOLLARS has been paid in cash by JOHN U. FORTE AND WIFE, LILLIAN L. FORTE, the receipt of which is hereby acknowledged, and for the remainder FOUR THOUSAND ($4000.00) -- DOLLARS the said JOHN U. FORTE AND WIFE, LILLIAN L. FORTE

HAVE EXECUTED THEIR ONE PRINCIPAL PROMISORY NOTE IN THE SUM OF FOUR THOSAND ($4000.00) DOLLARS, PAYABLE TO O. THOMAS JACKSON AND WIFE, MINNIE P. JACKSON, WITH INTEREST AT 5% FROM DATE. SAID FOUR THOUSAND ($4000.00) DOLLARS NOTES IS DIVIDED INTO 133 MONTHLY PAYMENTS AS SET OUT IN SAID NOTE, 132 OF SAID PAYMENTS ARE IN THE SUM OF $30.00 EACH AND ONE THE LAST, IN THE SUM OF $40.00 DOLLARS. THE INTEREST HAS BEEN COMPUTED ON THE UNPAID OUTSTANDING PRINCIPAL AND ADDED INTO THE FACE OF SAID PAYMENTS, THE FIRST ONE IN THE SUM OF $46.66, THE SECOND PAYMENT IN THE SUM OF $46.54, THE THIRD IN THE SUM OF $46.41, AND THUS DECREASING AT THE RATE OF 12 2/3 ¢ ON EACH PAYMENT UNTIL THE LAST PAYMENT WHICH WILL BE IN THE SUM OF $40.91. THE FIRST ONE OF SAID PAYMENTS FALL DUE ON JAN. 4TH, 1944, AND ONE OTHER ON THE 4TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID. SAID NOTE, IS MADE TO READ PAYABLE ON OR BEFORE.

Witness that I am the true and lawful holder of the claim secured by within recorded, and hereby acknowledge the satisfaction thereof and discharge of the to secure the same in full. This 28 day of March 1951.

Attest: J. Watson
DEPUTY REGISTER

First American Nat'l Bank
by W. Stephenson
Asst Cashier

5 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, O. THOMAS JACKSON AND WIFE MINNIE P. JACKSON

have this day bargained and sold, and do hereby transfer and convey, unto the said JOHN U. FORTE AND WIFE LILLIAN L. FORTE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF LOT NO. 7 ON THE PLAN OF W. L. HORN'S SPOUT SPRING ADDITION AS OF RECORD IN BOOK 57, PAGE 106, REGISTERS OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF MCEWEN AVENUE AND NORTH 18TH STREET FORMERLY ROY STREET; THENCE WITH THE WESTERLY MARGIN OF NORTH 18TH STREET, NORTHWARDLY 56 FEET TO KATIE MAY ORMES' SOUTHEAST CORNER; THENCE WITH HER SOUTHERLY LINE WESTWARDLY 159 FEET; THENCE SOUTHWARDLY 56 FEET TO THE NORTHERLY MARGIN OF MCEWEN AVENUE; THENCE WITH SAID AVENUE EASTWARDLY 159 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO O. THOMAS JACKSON AND WIFE MINNIE P. JACKSON, BY DEED FROM J. H. KEATON AND WIFE, DATED AUGUST 28, 1928 OF RECORD IN BOOK 815, PAGE 388, SAID REGISTERS OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN U. FORTE AND WIFE, LILLIAN L. FORTE, -- 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 JOHN U. FORTE AND WIFE, LILLIAN L. FORTE, 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 U. FORTE AND WIFE LILLIAN L. FORTE, do hereby transfer and convey unto W. V. MEADOR, 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.