WE , the said M.W. THOMAS AND WIFE, LUCILLE THOMAS , 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 $ 800.00 FIRE AND WINDSTORM 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 M.W. THOMAS AND WIFE, LUCILLE THOMAS , 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 M.W. THOMAS AND WIFE, LUCILLE THOMAS 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 BISCOE GRIFFITH 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 BASS WILES AND WIFE WILLIE JOE WILES

and M.W. THOMAS AND WIFE, LUCILLE THOMAS , hereunto set our hands

at NASHVILLE , Tennessee, this the 25TH day of APRIL , 1942.

BASS WILES
WILLIE JOE WILES
M.W. THOMAS
LUCILLE THOMAS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, HERBERT N.JORDAN , a Notary Public in and for said County and State, the within named BASS WILES AND WIFE WILLIE JOE WILES, AND M.W. THOMAS AND WIFE LUCILLE THOMAS

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

having appeared before me privately and apart from husband , the said , 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 27TH day of APRIL 1942.

My commission expires JAN 7 1945 (Seal) HERBERT N.JORDAN Notary Public.

U.S.R.S.$1.65

REC'D JAN 29, 1944 AT 10:33 A.M.

CM

NUMBER 625 RECORDED JAN 31, 1944 ROBERT W. WALLER TO JUNE V. BRINDLEY

75734 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1279

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND FIVE HUNDRED 00/100 ($2500.00) DOLLARS

of which FIFTEEN HUNDRED 00/100 ($1500.00) DOLLARS has been paid in cash by JUNE V. BRINDLEY , the receipt of which is hereby acknowledged, and for the remainder --)NE THOUSAND 00/100 ($1000.00) DOLLARS the said JUNE V. BRINDLEY HAS THIS DAY EXECUTED AND DELIVERED ONE INSTALLMENT NOTE, OF FORTY INSTALLMENTS, AND OF EVEN DATE HEREWITH, MADE PAYABLE TO THE ORDER OF ROBERT W. WALLER, THE FIRST INSTALLMENT FOR $25.00 TO BE DUE ON THE 15TH DAY OF FEBRUARY 1944 AND ONE ON THE 15TH DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID,

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

I, ROBERT W. WALLER, AN UNMARRIED MAN

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

A TRACT OF LAND IN THE 6TH.CIVIL DISTRICT OF DAVIDSON COUNTY,TENN., AS SHOWN BY PROPOSED SUBDIVISION PLAN OF THE M.J. TIMMONS LAND OF RECORD IN BOOK 1130 PAGE 31, AND PLAT RECORDED IN BOOK 1130 PAGE 39, REGISTERS OFFICE OF DAVIDSON COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT NO.3, THE SOUTHERLY 30 FEET OF LOT NO.2, AND THE SOUTHERLY 125 FEET OF LOT NO.4, ALL OF BLOCK "F", AS SHOWN BY AN AUTHENTIC UN-RECORDED PLAN, AND BEING FURTHER IDENTIFIED AS BEING THE NORTH-EAST CORNER OF SIMMONS AVENUE AND COLLIER AVENUE, MEASURING A TOTAL WIDTH OF 125 FEET, AND RUNNING FROM SIMMONS AVENUE BACK A TOTAL DEPTH OF 225 FEET TO THE DIVISION LINE BETWEEN LOTS 4 AND 5.

BEING THE SAME PROPERTY DESCRIBED AS TRACT NO.2, IN DEED FROM GEO.D.WALLER AND WIFE JULIA A. WALLER, TO ROBERT W. WALLER, AND OF RECORD ON BOOK 1281, PAGE 185, REGISTERS OFFICE OF DAVIDSON COUNTY.

THE PROPERTY HEREIN CONVEYED IS SUBJECT TO ALL THE RESTRICTIVE COVE- AND SET BACK LINES AS CALLED FOR IN BOOK 1163 PAGE 299, AND BOOK 1142, PAGE 457, AND AS SHOWN ON LOT PLANS HEREIN REFERRED TO.

CORRECTIVE CLAUSE: THE WITHIN REFERRED PROPERTY WAS ERONEOUSLY DESCRIBED IN DEED FROM GEO.D. WALLER & WIFE TO ROBERT W. WALLER, AS OF RECORD IN BOOK 1281 PAGE 185, IN THAT IT REFERRED TO PROPOSED PLOT RECORDED IN BOOK 1130 PAGE 31, WHICH DID NOT MATERIALIZE AS AUTHENTIC, AND FURTHER THE DESCRIBTION RECITED "ALL OF LOT 5, THE SOUTHERLY 30 FEET OF LOT 4 AND THE SOUTHER 125 FEET OF LOT NO.6, WHEN IT SHOULD HAVE DESCRIBED AS ABOVE SET OUT.

THE UNDERSIGNED GEO.D.WALLER AND WIFE, JULIA A. WALLER, JOIN IN THIS DEED FOR THE PURPOSE OF CORRECTING THIS ERROR, AND FOR NO OTHER PURPOSE.

I declare that I am the [illegible] received, and [illegible] the same in full. This [illegible]

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JUNE V. BRINDLEY, HER heirs and assigns, forever, I, ROBERT W. WALLER covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I further covenant and bind MYSELF, MY JUNE V.BRINDLEY,HER heirs and representatives, to warrant and forever defend the title to said real estate to said 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 JUNE V. BRINDLEY AND HUSBAND, ELLIS H.BRINDLEY do hereby transfer and convey unto WILLIS H.HAYNES , 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.