I , the said ANNIE H.MCCARTHY, , 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 $ -- 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 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 ANNIE H.MCCARTHY , 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, IF 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 ANNIE H.MCCARTHY, - 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 C.W. RUSSELL 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 ELIZABETH WATSON

and ANNIE H.MCCARTHY , hereunto set our hands

at NASHVILLE, , Tennessee, this the 14 day of FEBRUARY , 19 44.

ELIZABETH WATSON
ANNIE H.MCCARTHY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, DODSON BATSON , a Notary Public in and for said County and State, the within named ELIZABETH WATSON AND ANNIE H. MCCARTHY,

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 X 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, DAVIDSON COUNTY, Tennessee, this 14 day of FEBRUARY 19 44.

My commission expires 4/6/46.

(Seal) DODSON BATSON, Notary Public.

U.S.R.S. $2.20 .
RECD FEB. 14, 1944 AT 1:15 P M

NUMBER 1422 RECORDED FEB. 16, 1944.
EMMA MOLTER, A WIDOW, TO ROBERT W.MATTHEWS, ET UX.

75734 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1279

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND AND NO/100 ($3000.00) DOLLARS

of which FIVE HUNDRED AND NO/100 ($500.00) ---- DOLLARS has been paid in cash by ROBERT W.MATTHEWS AND WIFE, GRACIE MAY MATTHEWS, the receipt of which is hereby acknowledged, and for the remainder TWENTY FIVE HUNDRED AND NO/100 ($2500.00) --- DOLLARS the said ROBERT W.MATTHEWS AND WIFE, GRACIE MAY MATTHEWS

HAVE EXECUTED THEIR 125 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH IN THE PRINCIPAL SUM OF $25.00 EACH, ON WHICH THE INTEREST AT THE RATE OF 6% PER ANNUM HAS BEEN COMPUTED AND ADDED TO EACH NOTE SO THAT ALL NOTES ARE OF EQUAL VALUE. SAID NOTES ARE DUE AND PAYABLE MONTHLY, THE FIRST ONE BEING DUE AND PAYABLE ON OR BEFORE MARCH 9TH. 1944 AND THE OTHERS ONE EACH ON OR BEFORE THE 9TH. DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID. ALL OF SAID NOTES ARE PAYABLE TO THE ORDER OF EMMA MOLTER.

PURCHASER ASSUMES INSURANCE AND TAXES FROM DATE OF THIS DEED.

COPY OF RELEASE
BOOK NO. 1779 PAGE NO. 369
R.O.D.C. TENN.

COPY OF RELEASE
BOOK NO. 1727 PAGE NO. 231
R.O.D.C. TENN.

all of said notes bearing six per cent interest from ~~date~~ MATURITY, 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, EMMA MOLTER, A WIDOW,

have this day bargained and sold, and do hereby transfer and convey, unto the said

ROBERT W.MATTHEWS AND WIFE, GRACIE MAY MATTHEWS,

-- heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF LOT NO.1 AND ALL OF LOTS NOS. 2 AND 3 ON THE PLAN OF A.B.SPAIN'S SUBDIVISON OF THE LISCHEY GARDEN, AS OF RECORD IN BOOK 161, PAGE 116, REGISTERS OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY MARGIN OF MILE END AVENUE AT A POINT 473 FEET EASTERLY FROM THE EASTERLY MARGIN OF JONES AVENUE, SAID POINT BEING THE SOUTHEAST CORNER OF A PART OF LOT NO.1 CONVEYED TO CLARENCE L.ROSE AND WIFE BY DEED FROM HENRY MOLTER AND WIFE OF RECORD IN BOOK 1110, PAGE 58, SAID REGISTERS OFFICE; THENCE WITH THE NORTHERLY MARGIN OF SAID MILE END AVENUE EASTWARDLY 27 FEET TO THE WESTERLY MARGIN OF ROSEDALE AVENUE, FORMERLY HAYES STREET; THENCE WITH THE WESTERLY MARGIN OF SAID ROSEDALE AVENUE NORTHWARDLY 600 FEET TO THE SOUTHEAST CORNER OF LOT NO.4 ON THE SAID PLAN; THENCE WITH THE LINE BETWEEN SAID LOTS NOS. 3 AND 4, WESTWARDLY 521½ FEET TO THE EASTERLY MARGIN OF JONES AVENUE; THENCE WITH THE EASTERLY MARGIN OF JONES AVENUE, SOUTHWARDLY 450 FEET TO A POINT 150 FEET FROM THE NORTHERLY MARGIN OF MILE END AVENUE; THENCE EASTWARDLY AND PARALLEL WITH MILE END AVENUE 468.6 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID ROSE PROPERTY; THENCE WITH THE EASTERN BOUNDARY LINE OF SAID ROSE PROPERTY SOUTHWARDLY 150 FEET TO THE BEGINNING.

SAID PROPERTY WAS DEVISED TO EMMA MOLTER BY WILL OF HENRY MOLTER, DECEASED, OF RECORD IN WILL BOOK 58, PAGE 179, COUNTY COURT FOR SAID COUNTY.

I declare that I am the owner and holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 29 day of Sept. 1949.

Attest: J. P. Wilson DEPUTY REGISTER — Ethel L. Harris

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ROBERT W.MATTHEWS AND WIFE, GRACIE MAY MATTHEWS, THEIR heirs and assigns, forever, I 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. EXCEPT FOR TAXES.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said ROBERT W.MATTHEWS AND WIF, GRACIE MAY MATTHEWS, 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 EMMA MOLTER AND ROBERT W.MATTHEWS AND WIFE, GRACIE MAY MATTHEWS do hereby transfer and convey unto CLARENCE ROSE , 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.