WE , the said R.O. ROLLINS AND WIFE, GEORGIA CARTER ROLLINS , 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 $ SATISFACTORY TO SAID COMPANY 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 herein, the same to bear interest from the date of such payment.

Now, if WE , the said R.O. ROLLING AND WIFE, GEORGIA CARTER ROLLINS , 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 R.O. ROLLING AND WIFE, GEORGIA CARTER ROLLING, THEIR representatives or assigns.

IT IS AGREED THAT IF SAID PROPERTY IS SOLD UNDER THIS INSTRUMENT WE OR ANY PERSON HOLDING UNDER US, SHALL AT ONCE BECOME AND BE THE TENANT OR TENANTS AT WILL OF THE PURCHASER HEREUNDER, AND SHALL BE REMOVED BY WRIT OF UNLAWFUL DETAINER AT ANY TIME AFTER *SEE*

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 J.B. FORD 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 LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE and R.O. ROLLINS AND WIFE, GEORGIA CARTER ROLLINS , hereunto set our hands at NASHVILLE , Tennessee, this the 1ST day of DECEMBER , 19 43.

*(DEMAND FOR POSSESSION IS MADE .)

(SEAL) LIFE & CASUALTY INSURANCE CO OF TENNESSEE
BY J.E. ACUFF, VICE PRESIDENT
R.O. ROLLINS
GEORGIA CARTER COLLINS

ATTEST: E.R. DERRYBERRY, SECRETARY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, DOROTHY A. MULLEN , a Notary Public in and for said County and State, the within named R.O. ROLLINS AND WIFE, GEORGIA CARTER ROLLINS 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 X , acknowledged the execution of the said instrument to have been done by 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 8TH day of JAN 19 44.

My commission expires JAN 7 1945

(Seal) DOROTHY A. MULLEN
Notary Public.

CORPORATE ACKNOWLEDGMENT FOR USE OF CORPORATIONS ONLY
STATE OF TENNESSEE COUNTY OF DAVIDSON
BEFORE ME, MRS. ELIZABETH GENTRY A NOTARY PUBLIC WITHIN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED J.E. ACUFF AND E.R. DERRYBERRY WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON THEIR SEVERAL OATHS ACKNOWLEDGED THEMSELVES TO BE THE VICE PRESIDENT AND SECRETARY RESPECTIVELY OF THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH VICE PRESIDENT AND SECRETARY BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY THE SAID J.E. ACUFF AS SUCH VICE PRESIDENT AND ATTESTING THE SAME BY THE SAID E.R. DERRYBERRY AS SUCH SECRETARY. WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE AT NASHVILLE, TENNESSEE ON THIS THE 20TH DAY OF JAN, 1944.
U.S.R.S.$.55¢ (SEAL) MRS. ELIZABETH GENTRY, NOTARY PUBLIC
COM.EXPIRES JULY 8, 1945

REC'D FEB 18, 1944 AT 10:26 A.M. CM

NUMBER 1240
RECORDED FEBRUARY 1, 1944

J. A. BROWN ET UX
--TO--
ARNOLD J. NEIDERT ET UX

INSTALLMENT DEED

Book No. 1279

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND SEVEN HUNDRED FIFTY & NO/100/DOLLARS ($3,750.00)

of which ONE THOUSAND THREE HUNDRED FIFTY & NO/100 ($1,350.00)-- DOLLARS has been paid in cash by ARNOLD J. NEIDERT AND WIFE, BEATHIE GEORGE NEIDERT the receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND FOUR HUNDRED & NO/100 ($2,400.00)--- DOLLARS the said ARNOLD J. NEIDERT AND WIFE, BEATHIE GEORGE NEIDERT

HAVE ASSUMED AND AGREE TO PAY $2,138.00, WHICH IS THE BALANCE OF AN ORIGINAL INDEBTEDNESS EXECUTED BY J. A. BROWN AND WIFE, TO MARVIN K. BARRY, TRUSTEE, OF RECORD IN BOOK 1170, PAGE 345, TO SECURE CENTRAL MORTGAGE COMPANY ONE NOTE, DATED DECEMBER 19, 1940 FOR $2350.00, WITH INTEREST AT 4½% PER ANNUM, BOTH PRINCIPAL AND INTEREST PAYABLE $12.7 MONTHLY BEGINNING FEBRUARY 1, 1941 AND THE BALANCE ON JANUARY 1, 1960, AND FOR THE BALANCE THE SAID ARNOLD J. NEIDERT AND WIFE, BEATHIE GEORGE NEIDERT HAVE EXECUTED THEIR ELEVEN PROMISSORY NOTES, BEARING EVEN DATE HEREWITH, TEN FOR $25.00 EACH AND THE LAST FOR $13.00, PAYABLE MONTHLY FROM DATE.

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, J. A. BROWN AND WIFE, LORRAINE BROWN

have this day bargained and sold, and do hereby transfer and convey, unto the said ARNOLD J. NEIDERT AND WIFE, BEATHIE GEORGE NEIDERT, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO. 4 ON THE MAP OF RIVERSIDE DRIVE SUBDIVISION, OF RECORD IN BOOK 974, PAGE 60, REGISTER'S OFFICE FOR SAID COUNTY.
SAID LOT NO. 4 FRONTS 50 FEET ON THE EASTERLY SIDE OF RIVERSIDE DRIVE AND RUNS BACK BETWEEN PARALLEL LINES ALONG THE SOUTHERLY MARGIN OF MARSDEN AVENUE, 180 FEET MORE OR LESS TO THE WESTERLY LINE OF LOT NO. 142.
BEING THE SAME PROPERTY CONVEYED TO J. A. BROWN AND WIFE, LORRAINE BROWN, BY DEED FROM NASHVILLE IMPROVEMENT COMPANY, OF RECORD IN BOOK 1142, PAGE 368, SAID REGISTER'S OFFICE.
THE ABOVE DESCRIBED PROPERTY IS CONVEYED SUBJECT TO RESTRICTIVE COVENANTS OF RECORD IN BOOK 1165, PAGE 74, SAID REGISTER'S OFFICE.
THE GRANTORS HEREIN HEREBY TRANSFER TO THE GRANTEES HEREIN ALL SUMS HELD IN ESCROW FOR THE FURTHER PAYMENT OF TAXES AND ISURANCE PREMIUMS IN CONNECTION WITH ABOVE MENTIONED DEED OF TRUST.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ARNOLD J. NEIDERT AND WIFE, BEATHIE GEORGE NEIDERT, THEIR 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 ARNOLD J. NEIDERT AND WIFE, BEATHIE GEORGE NEIDERT, 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 ARNOLD J. NEIDERT AND WIFE, BEATHIE GEORGE NEIDERT 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.

Received for record this 1st day of Feb. 1944 at 10:26 A.M. and recorded in the Instrument Book and Page as above noted.
Attest: [illegible] Register
By [illegible] D.C.