WE, , the said S.A. GIVENS AND WIFE FRANCES GIVENS, , 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 $ 1900.00 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.

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 S.A. GIVENS AND WIFE FRANCES GIVENS, 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 GRANTEES 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 W. RAYMOND DENNEY 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 LEWIS R. MEFFORD AND WIFE MARY F.MEFFORD, and S.A. GIVENS AND WIFE FRANCES GIVENS, , hereunto set our hands at OLDHICKORY, Tennessee, this the - day of SEPTEMBER, 19 43.

LEWIS R. MEFFORD,
MARY F.MEFFORD,
S.A.GIVENS,
FRANCES GIVENS,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, THOS H. PATTON, a Notary Public in and for said County and State, the within named LEWIS R. MEFFORD AND WIFE MARY F. MEFFORD, AND S.A. GIVENS AND WIFE FRANCES GIVENS, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

~~And~~ having appeared before me privately and apart from ~~husband~~ of the said , the said , 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.

OLDHICKORY
Witness my hand and official seal at ~~Nashville~~, Tennessee, this 11 day of OCT. 19 43.

My commission expires JULY 22/45

(Seal) THOS. H. PATTON
Notary Public.

U.S.R.S $ 2.75
RECD FEB. 23RD, 1944. AT 3;46 P.M. FC

INSTALLMENT DEED

Book No. 1279

FOR AND IN CONSIDERATION of the sum of TWENTY-FOUR HUNDRED ($2,400.00)DOLLARS, ~~HUNDRED~~ARS ~~of which~~ FOUR HUNDRED ($400.00) DOLLARS has been paid in cash by CLAUDE B. MOSS AND WIFE, MARY M.MOSS, the receipt of which is hereby acknowledged, and for the remainder OF TWO THOUSAND ($2,000.00) DOLLARS the said CLAUDE B. MOSS AND WIFE, MARY M.MOSS, HAVE EXECUTED AND DELIVERED THEIR JOINT PROMISSORY NOTE, DATED FEBRUARY 19, 1944, PAYABLE IN MONTHLY INSTALLMENTS OF $29.22,COMMENCING ON THE 19TH DAY OF MARCH, 1944, AND A LIKE SUM ON THE 19TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL THE 19TH DAY OF MARCH, 1951, ALL INSTALLMENTS OF INTEREST AND PRINCIPAL BEARING INTEREST AT THE RATE OF 6 PER CENT PER ANNUM AFTER MATURITY UNTIL PAID, SAID NOTE PROVIDING FOR PAYMENT OF ATTORNEYS' FEES, AND TO SECURE THE PAYMENT OF SAID NOTE, PRINCIPAL AND INTEREST AND ATTORNEYS' FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED, COMMERCE UNION BANK, A CORPORATION ACTING AS EXECUTOR AND TRUSTEE UNDER THE WILL OF PHILIP H.HICKS, DECEASED(SAME APPEARING OF RECORD IN WILL BOOK 59 PAGE 253,OF THE COUNTY COURT OF DAVIDSON COUNTY,TENNESSEE), AND PURSUANT TO THE POWERS VESTED IN IT THEREUNDER, HAS BARGAINED AND SOLD AND BY THESE PRESENTS DOES TRANSFER AND CONVEY UNTO THE SAID CLAUDE B. MOSS AND WIFE, MARY M.MOSS,THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

BEING THE WEST ONE-HALF OF LOT NO.5 ON THE MAP OF SHARPE & HORNIS FOURTH ADDITION,OF RECORD IN BOOK 161 PAGE 172, REGISTER'S OFFICE FOR DAVIDSON COUNTY.
SAID PART OF SAID LOT NO.5 FRONTS 50 FEET ON THE NORTHERLY SIDE OF HINTON STREET OR DOUGLAS AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 170 FEET TO AN ALLEY.
BEING THE SAME PROPERTY CONVEYED TO PHILIP H.HICKS BY DEED FROM R.M. CANTRELL AND WIFE OF RECORD IN BOOK 910 PAGE 28, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

TO HAVE AND TO HOLD THE SAID TRACT OR PARCEL OF LAND, WITH THE APPURTENANCES, ESTATE,TITLE AND INTEREST THERETO BELONGING, TO THE SAID CLAUDE B. MOSS AND WIFE, MARY M.MOSS,THEIR HEIRS AND ASSIGNS, FOREVER.

COMMERCE UNION BANK DOES COVENANT WITH THE SAID CLAUDE B. MOSS AND WIFE, MARY M.MOSS,THAT IT IS LAWFULLY SEIZED AND POSSESSED OF SAID LAND IN FEE SIMPLE, HAS A GOOD RIGHT TO CONVEY IT, AND THE SAME IS UNENCUMBERED EXCEPT AS HEREIN SET OUT.

~~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.~~

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

COMMERCE UNION BANK FURTHER COVENANTS AND BINDS ITSELF, ITS SUCCESSORS AND ASSIGNS, TO WARRANT AND DEFEND THE TITLE TO THE SAID LAND TO THE SAID CLAUDE B. MOSS AND WIFE, MARY M.MOSS, THEIR HEIRS AND ASSIGNS, AGAINST THE LAWFUL CLAIMS OF ALL PERSONS WHOMSOEVER. COMMERCE UNION BANK, IN MAKING THE WARRANTIES AND COVENANTS ABOVE REFERRED TO, DOES SO ONLY AS SUCH EXECUTOR AND TESTAMENTARY TRUSTEE OF PHILIP H.HICKS, DECEASED, BUT AS FULLY AS IT COULD OR OUGHT TO MAKE THE SAME BY VIRTUE OF THE SAID LAST WILL AND TESTAMENT ABOVE REFERRED TO.

IT IS AGREED THAT TAXES FOR 1944 ARE ASSUMED BY THE GRANTEES, IT IS FURTHER AGREED THAT CLAUDE B. MOSS AND WIFE, MARY M.MOSS, ARE VESTED WITH TITLE TO THE ABOVE PROPERTY, SUBJECT TO AN EASEMENT FOR A SEWER LINE GRANTED THE CITY OF NASHVILLE, AS SET OUT IN INSTRUMENT OF RECORD IN BOOK 1163 PAGE 519, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE; AND TO EXISTING LEASES, IF ANY, OR MONTH TO MONTH RENTAL AND RIGHTS OF TENANTS IN POSSESSION.

MRS. BLANCHE L.HICKS JOINS IN THIS DEED FOR THE EXPRESS PURPOSE OF WAIVING ANY RIGHT SHE MAY HAVE TO DISSENT TO SAID WILL, AND OF QUITCLAIMING ANY AND ALL RIGHTS IN THE ABOVE DESCRIBED PROPERTY.

*(STATE OF TENNESSEE COUNTY OF DAVIDSON.

PERSONALLY APPEARED BEFORE ME, DOROTHY DENIS, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED CLAUDE B. MOSS AND WIFE, MARY M.MOSS, THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE,TENNESSEE, THIS 19TH DAY OF FEBRUARY 1944.

(SEAL) DOROTHY DENIS, NOTARY PUBLIC
MY COM.EXPIRES OCT 8, 1945)

I declare that I am the true and lawful 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 26 day of Sept 1950.
Attest: E. B. Wilson II DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said heirs and assigns, forever, X covenant that lawfully ~~seized~~ and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

X further covenant and bind

X 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 CLAUDE B. MOSS AND WIFE, MARY M.MOSS do hereby transfer and convey unto CHAS. F. LOVELL, 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.