WE , the said DYER CANTRELL AND WI MATTIE A. CANTRELL, , 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 $ 2500.00 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 DYER CANTRELL AND WIFE MATTIE A. CANTRELL , 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, IF 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 DYER CANTRELL AND WIFE MATTIE A. CANTRELL 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 NOAH W. COOPER, 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 METHODIST BENEVOLENT ASSOCIATION

and DYER CANTRELL AND WIFE MATTIE A. CANTRELL, , hereunto set our hands

at NASHVILLE , Tennessee, this the 15TH day of FEB. , 19 44.

JACK O. DANCE
ELISE DUDNEY DANCE,
GEORGE DANCE
DYER CANTRELL
MATTIE A. CANTRELL
METHODIST BENEVOLENT ASSOCIATION
E.P. ANDERSON, GEN'L SECY.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, HOWARD D. DERRICK , a Notary Public in and for said County and State, the within named GEORGE DANCE

the bargainor , with whom I am personally acquainted, and who acknowledged that HE executed the within instrument for the purposes therein contained.

-And- , --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 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 25TH day of FEB. 1944.

My commission expires JANUARY 5, 1948

(Seal) HOWARD D. DERRICK
Notary Public.

STATE OF FLORIDA
DADE COUNTY.--- PERSONALLY APPEARED BEFORE ME RALPH C. POLE, JUSTICE OF THE PEACE IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED JACK O. DANCE, THE BARGAINOR WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT HE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT MIAMI BEACH THIS 24TH DAY OF FEB. 1944.
(SEAL) RALPH C. POLE JUSTICE OF THE PEACE.

STATE OF TENNESSEE, COUNTY OF DAVIDSON
PERSONALLY APPEARED BEFORE ME HOWARD D. DERRICK A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE THE WITHIN NAMED DYER CANTRELL AND WIFE MATTIE A. CANTRELL THE BARGAINORS WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGE THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE TENNESSEE THIS 6TH DAY OF MARCH 1944.
(SEAL) HOWARD D. DERRICK,
NOTARY PUBLIC

COMMISSION EXPIRES JANUARY 5, 1948
U.S.R.S $ 3.30
RECEIVED MARCH 9TH, 1944 AT 12;51 P.M. FC.

NUMBER 2747 RECORDED MARCH 10TH, 1944.
ROBERT LUSK ET UX. --TO-- LUCIAN & MARY EALY

70734 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1279

FOR AND IN CONSIDERATION of the sum of $1900.00 NINETEEN HUNDRED AND NO/100 DOLLARS of which ONE HUNDRED FIFTY ($150.00) DOLLARS has been paid in cash by LUCIAN EALY AND WIFE MARY EALY , the receipt of which is hereby acknowledged, and for the remainder $1750.00 SEVENTEEN HUNDRED FIFTY AND NO/100 DOLLARS the said LUCIAN EALY AND WIFE MARY EALY HAVE EXECUTED AND DELIVERED THEIR 110 PROMISSORY NOTES OF EVEN DATE WITH THIS INSTRUMENT PAYABLE TO THE ORDER OF ROBERT L. SK MONTHLY BEGINNING THE 1ST DAY OF MARCH 1941, AND CONTINUING ON THE 1ST DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID. SAID NOTES ARE NUMBERED FROM 1 TO 110 BOTH INCLUSIVE ALL OF SAID NOTES ARE FOR $15.00 EACH IN PRINCIPAL WITH EXCEPTION OF THE LAST NOTE WHICH IS FOR $6.00 IN PRINCIPAL, BUT INTEREST AT THE RATE OF SIX PER CENTUM PER ANNUM PAYABLE MONTHLY HAS BEEN ADDED TO THE FACE OF EACH NOTE ON THE DECREASING PLAN, THAT IS TO SAY NOTE NO.1 IS FOR $24.75 AND EACH SUCCEEDING NOTE THEREAFTER UP TO AND INCLUSIVE OF NOTE NO.109, IS FOR AN AMOUNT 8 CENTS LESS THAN THE PRECEDING NOTE; NOTE NO.110 IS FOR $6.03 THEY ARE TO ASSUME ALL TAXES FOR 1941.

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 ROBERT LUSK AND WIFE BONNIE BRIGGS LUCK have this day bargained and sold, and do hereby transfer and convey, unto the said LUCIAN EALY AND WIFE MARY EALY THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: LOT NO.112 OF BLOCK 6, ON THE PLAN OF THE HEFFERNAN SUBDIVISION AS OF RECORD IN BOOK 161, PAGE 138, R.O.D.C. TENNESSEE. SAID LOT NO.112 FRONTS 50 FEET ON THE SOUTH SIDE OF ALAMEDA STREET, AND RUNS BACK BETWEEN PARALLEL LINES 140 FEET TO AN ALLEY AND BEING THE SAME PROPERTY CONVEYED TO ROBERT LUSK BY DEED FROM ED JENKINS AND WIFE, FLORIDA JENKINS, OF RECORD IN BOOK ___ PAGE ___ R.O.D.C. TENNESSEE OF WHICH REFERENCE IS HERE MADE.

Released that I am the owner of the claim secured by the instrument, within proved, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure same in full. This 10 day of Oct 1949.
E. McGinley
DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LUCIAN EALY AND WIFE MARY EALY 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. EXCEPT BY TAXES FOR 1941 WHICH THE PURCHASER ASSUME AND AGREE TO PAY. WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said LUCIAN EALY AND WIFE MARY EALY , 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 LUCIAN EALY AND WIFE MARY EALY do hereby transfer and convey unto E.B.HARPOLE, , 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.