WE , the said CLAUDE C. HOLLAND AND WIFE, MILDRED HOLLAND , 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 IS the sum of $ 1500.00 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.

~~BUT if~~ WE , the said CLAUDE C. HOLLAND AND WIFE, MILDRED HOLLAND , shall pay the ~~notes~~ INSTALLMENTS 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 INSTALLMENTS 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~~ INSTALLMENTS 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 INSTALLMENTS, 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 INSTALLMENTS ON SAID 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 THE GRANTEES, OR 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 EUGENE T. HOLLINS 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 HERMAN W. LAWRENCE, AND PINK LAWRENCE JR HAVE SET OUR HANDS AT NASHVILLE, DAVIDSON COUNTY, TENNESSEE, THIS NOVEMBER 10, 1943, WHICH IS THE DATE OF SAID NOTE, HEREINBEFORE DESCRIBED and CLAUDE C. HOLLAND AND WIFE, MILDRED HOLLAND , hereunto set our hands at DETROIT, MICHIGAN , ~~Tennessee~~, this the 24TH day of NOV , 19 43

CLAUDE C. HOLLAND
MILDRED HOLLAND
HERMAN W. LAWRENCE
PINK LAWRENCE JR

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, R. C. ROGERS , a Notary Public in and for said County and State, the within named HERMAN W. LAWRENCE AND PINK LA WRENCE JR the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY 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, DAVIDSON COUNTY Tennessee, this 27TH day of NOVEMBER 19 43

My commission expires JULY 7, 1946

(Seal) R. C. ROGERS
Notary Public.

MICHIGAN, WAYNE

STATE OF ~~TENNESSEE, DAVIDSO~~N COUNTY.

Personally appeared before me, J. W. MCGINN , a Notary Public in and for said County and State, the within named CLAUDE C. HOLLAND AND WIFE, MILDRED HOLLAND the bargainor S with whom I am personally acquainted, and who acknowledged that THEY 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. DETROIT, WAYNE COUNTY, MICHIGAN

Witness my hand and official seal at ~~Nashville, Tennessee~~, this 24 day of NOVEMBER 19 43.

My commission expires MAY 1, 1944

(Seal) J. W. MCGINN
Notary Public.

U.S.R.S. $2.20
REC NOV 27, 1943 AT 11:16 A M
LP

NUMBER 1050[illegible] RECORDED NOVEMBER [illegible]TH, 1943.

[illegible] TO [illegible] BK. --TO-- FRED HARVEY ET AL

TENN. MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1282

FOR AND IN CONSIDERATION of the sum of SEVENTY THOUSAND ($70,000.00) DOLLARS, ~~CREDITS~~ DOLLARS of which TWENTY THOUSAND ($20,000.00) ~~DOLLARS~~ DOLLARS has been paid in cash by FRED HARVEY AND WIFE, DOROTHEA S. HARVEY , the receipt of which is hereby acknowledged, and for the remainder OF FIFTY THOUSAND ($50,000.00) DOLLARS the said FRED HARVEY AND WIFE DOROTHEA S. HARVEY, HAVE EXECUTED AND DELIVERED THEIR FIVE (5) PROMISSORY NOTES DATED DECEMBER 1, 1943, IN THE SUM OF $8,333.33 EACH AND A SIXTH NOTE ALSO DATED DECEMBER 1, 1943, IN THE SUM OF $8,333.35 PAYABLE TO THE ORDER OF P.D.HOUSTON AND WIFE MARGARET R. HOUSTON ON OR BEFORE ONE, TWO THREE, FOUR, FIVE AND SIX YEARS AFTER DATE, RESPECTIVELY ALL OF SAID NOTES BEARING INTEREST FROM DATE AT THE RATE OF 5 PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY, AND PROVIDING FOR PAYMENT OF ATTORNEY'S FEES, AND TO SECURE THE PAYMENT OF SAID NOTES PRINCIPAL AND INTEREST AND ATTORNEYS' FEES; A LIEN IS EXPRESSLY RETAINED ONTHE LAND HEREIN CONVEYED.

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 5 day of Dec 1947.

Attest: J. P. Wilson DEPUTY REGISTER — The Cheatham National Bank By [illegible] Cashier and V.P.

~~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, P.D.HOUSTON AND WIFE, MARGARET R. HOUSTON

have this day bargained and sold, and do hereby ~~transfer and~~ convey, unto the said FRED HARVEY AND WIFE DOROTHEA S. HARVEY THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: TRACT NO.1 BEING LOT 44-A IN THE SECOND SUBDIVISION OF THE BELLE MEADE DEER PARK, SAID LOT 44-A BEING MORE FULLY DESCRIBED AS FOLLOWS;
BEGINNING AT A POINT IN THE CENTER OF JACKSON BOULEVARD BEING THE INTERSECTION OF THE CENTER LINE OF SAID BOULEVARD WITH THE CENTER LINE OF A CROSS STREET, AND RUNNING THENCE SOUTHERLY WITH THE CENTER OF SAID JACKSON BOULEVARD 875 FEET, MORE OR LESS, TO A POINT; THENCE WESTERLY WITH THE NORTHERLY LINE OF LOT 44-B 665 FEET, TO A POINT ON THE EASTERLY MARGIN OF LOT 45, THENCE NORTHERLY TO THE SAID MARGIN OF LOT 45, 510 FEET TO THE CENTER OF THE SAID CROSS STREET; THENCE NORTHEASTERLY WITH THE CENTER OF SAID CROSS STREET 840 FEET, MORE OR LESS, TO THE BEGINNING AND CONTAINING 11.42 ACRES MORE OR LESS.
TRACT NO.2 BEING THE NORTHERLY PART OF LOT 45 ON THE MAP OF BELLEMEADE SUBDIVISION NO.2, AS OF RECORD IN BOOK 421, PAGE 51, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS;
BEGINNING AT THE SOUTHEAST CORNER OF BELLE MEADE BOULEVARD AND AN UNNAMED STREET, SOMETIMES CALLED GERALD PLACE; THENCE WITH THE EASTERLY MARGIN OF SAID BOULEVARD, SOUTHERLY 332 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT NO.9 ON THE PLAN OF THE SUBDIVISION OF PART OF LOTS NOS.45 AND 44-B AS OF RECORD IN BOOK 421, PAGE 98, REGISTER'S OFFICE THENCE WITH THE NORTH LINE OF LOTS 9 AND 10 ON SAID PLAN EASTERLY 334 FEET, MORE OR LESS, TO THE EAST LINE OF SAID LOT NO.45; THENCE WITH SAID LINE NORTHERLY 485 FEET, MORE OR LESS, TO THE SOUTHERLY MARGIN OF SAID UNNAMED STREET; THENCE WITH THE SOUTHERLY MARGIN OF SAID STREET, SOUTHWESTERLY 345 FEET MORE OR LESS, TO THE BEGINNING.
BEING THE SAME PROPERTY CONVEYED TO P.D.HOUSTON AND WIFE MARGARET R. HOUSTON BY DEED FROM LUKE LEA AND WIFE PERCIE WARNER LEA, OF RECORD IN BOOK 619, PAGE 325, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. GRANTORS DO FURTHER SELL, TRANSFER AND CONVEY UNTO THE GRANTEES ALL OF GRANTORS' RIGHTS TO MAKE CONNECTIONS WITH THE WATER MAIN ADJACENT TO THE AFORESAID PROPERTY AS SET FORTH IN DEED TO GRANTORS RECORDED IN SAID BOOK 619, PAGE 325, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FRED HARVEY AND WIFE DOROTHEA S. HARVEY 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 FRED HARVEY AND WIFE DOROTHEA S. HARVEY 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 FRED HARVEY AND WIFE DOROTHEA S. HARVEY do hereby transfer and convey unto P.D.HOUSTON JR, , 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.