WE , the said E.M.BAZZELL AND WIFE, JOSEPHINE BAZZELL , 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 $ $2,000.00 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 E.M.BAZZELL AND WIFE, JOSEPHINE BAZZELL , 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 E.M.BAZZELL AND WIFE, JOSEPHINE BAZZELL, 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 A.J.LINX, 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 ELLENNA DOUGLASS AND HUSBAND, ROY DOUGLASS

and E.M.BAZZELL AND WIFE, JOSEPHINE BAZZELL , hereunto set our hands

at NASHVILLE AND HUNTINGDON Tennessee, this the 10TH day of FEBRUARY , 19 44.

ELLENNA DOUGLASS.
RAY DOUGLASS
E.M.BAZZELL
JOSEPHINE BAZZELL.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOE W.RIVES, a Notary Public in and for said County and State, the within named E.M.BAZZELL AND WIFE, JOSEPHINE BAZZELL,

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 X 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 15 day of FEBRUARY 1944.

My commission expires JULY 7TH, 1947.

(Seal) JOE W.RIVES,
Notary Public.

STATE OF TENNESSEE, ~~DAVIDSON~~ CARROLL COUNTY.

Personally appeared before me, P.W.MADDOX, a Notary Public in and for said County and State, the within named ELLENNA DOUGLASS AND HUSBAND, ROY DOUGLASS,

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 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~~ HUNTINGDON, Tennessee, this 10TH day of FEBRUARY, 1944. 19 .

My commission expires APRIL 4, 1944.

(Seal) P.W.MADDOX,
Notary Public.

U.S.R.S. $2.75
RECD FEB. 16, 1944 AT 2:23 P M

NUMBE 1598 RECORDED FEB 16, 19 MEAD C. ANDERSON ET AL TO JAMES E. MOORE ET UX

INSTALLMENT DEED

Book No. 1282

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS

of which SEVEN HUNDRED FIFTY AND NO/100 DOLLARS has been paid in cash by

JAMES E. MOORE AND WIFE, CLARA J.MOORE , the receipt of which is hereby acknowledged, and for the remainder

FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS

the said JAMES E. MOORE AND WIFE, CLARA J.MOORE HAVE EXECUTED THE FOLLOWING SERIVES OF NOTES,TO WIT: FIRST, A SERIES OF 61 NOTES AGGREGATING $3500 IN PRINCIPAL AMOUNT, THE FIRST ONE OF WHICH NOTES IS FOR THE SUM OF $42.50 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER IS FOR AN AMOUNT 12½ CENTS LESS THAN THE PRECEEDING NOTE, EXCEPT THE LAST ONE, WHICH IS FOR THE SUM OF $2010, THIS SERIES OF NOTES CONSTITUTES A FIRST LIEN ON THE PREMISES HEREIN CONVEYED; SECOND, A SERIES OF 50 NOTES AGGREGATING $1000 IN PRINCIPAL AMOUNT, THE FIRST ONE OF SAID NOTES BEING FOR THE SUM OF $25 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER IS FOR AN AMOUNT 10 CENTS LESS THAN THE PRECEEDING NOTE, THIS SERIES OF NOTES CONSTITUTES A SECOND LIEN ON THE PREMISES HEREIN CONVEYED AND ARE SUBJECT ONLY TO THE PRIOR LIEN SECURING SAID SERIES OF NOTES AGGREGATING $3500; ALL OF BOTH SERIES OF SAID LIEN NOTES ARE PAYABLE TO THE ORDER OF "OURSELVES" AND ARE BY US ENDORSED AND NEGOTIATED FOR THEIR FULL FACE VALUE; AND THE FIRST ONE OF EACH SERIES OF NOTES FALLS DUE ON OR BEFORE APRIL 1, 1944, AND THE OTHERS, ONE ON OR BEFORE THE FIRST DAY OF EACH AND EVERY SUCCEEDING MONTH RESPECTIVELY THEREAFTER UNTIL ALL MATURE;AND NONE OF SAID NOTES BEAR INTEREST EXCEPT AFTER MATURITY, THE INTEREST HAVING BEEN COMPUTED AT 6 PER CENT PER ANNUM ON THE UNPAID PRINCIPAL MONTHLY AND ADDED INTO THE FACE OF EACH NOTE.

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, MEAD C. ANDERSON AND WIFE, LOUISE N.ANDERSON

have this day bargained and sold, and do hereby transfer and convey, unto the said JAMES E. MOORE AND WIFE, CLARA J. MOORE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS.16 AND 17 ON THE MAP OF GEORGE BURRUS' SUBDIVISION OF LOT NO.81, MAPLEWOOD HOME TRACT, AS OF RECORD IN BOOK 421, AGE 178, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.16 FRONTS 100 FEET 2 INCHES ON THE NORTHERLY SIDE OF CURDWOOD AVENUE, FORMERLY MAPLEWOOD BOULEVARD, AND RUNS BACK 224.25 FEET ON THE EASTERLY LINE AND 230 FEET ON THE WESTERLY LINE TO A DEAD LINE, MEASURING 100 FEET THEREON.

SAID LOT NO.17 FRONTS 100 FEET 2 INCHES ON THE NORTHERLY SIDE OF CURDWOOD AVENUE, FORMERLY MAPLEWOOD BOULEVARD, AND RUNS BACK 218.5 FEET ON THE EASTERLY LINE AND 224.25 FEET ON THE WESTERLY LINE TO A DEAD LINE, MEASURING 100 FEET THEREON.

BEING THE SAME PROPERTY CONVEYED TO MEAD C. ANDERSON AND WIFE, LOUISE N.ANDERSON BY DEED FROM VIRGINIA WARNER JANDELEIT AND HUSBAND, OF RECORD IN BOOK 1136 PAGE 69 SAID REGISTER'S OFFICE.

POSSESSION TO BE GIVEN ON OR BEFORE APRIL 1, 1944.

I Declare that I am the true and lawful holder of Series of 61 Notes
secured by the within Deed of Trust and Reserve Lien
and hereby acknowledge the satisfaction of the same This 6 day of Dec 1944
D. W. Maddox
DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES E. MOORE AND WIFE, CLARA J. MOORE, 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. EXCEPT FOR 1944 TAXES, WHICH THE PURCHASERS 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 JAMES E. MOORE AND WIFE, CLARA J. MOORE, 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 JAMES E. MOORE AND WIFE, CLARA J.MOORE do hereby transfer and convey unto L.A. NEWMAN , 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.