WE , the said GEORGE M. WALKER AND ELIZABETH S. WALKER , 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 AND EXTENDED COVERAGE the sum of $ 3,500.00 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 GEORGE M. WALKER AND ELIZABETH S. WALKER , 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 GEORGE M. WALKER AND ELIZABETH S. WALKER, 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 JOHN L. KENNEDY JR 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 LIZZIEDINE KENNEDY WADE, LAURA WADE ASHBAUGH, FAITH WADE and GEORGE M. WALKER AND ELIZABETH S. WALKER , hereunto set our hands at NASHVILLE , Tennessee, this the 1ST day of FEBRUARY , 1944 .

AND I, THE SAID CARRIE BURNET WADE HEREUNTO SET MY HAND AT RICHMOND, VA. THIS THE 1ST DAY OF FEB. 1944 AND I, THE SAID L. L. WADE JR. HEREUNTO SET MY HAND AT MEMPHIS, TENNESSEE THIS THE 1ST DAY OF FEB. 1944.

LIZZIEDINE KENNEDY WADE
LAURA WADE ASHBAUGH
FAITH WADE
CARRIE BURNET WADE
L. L. WADE JR
GEO. M. WALKER
ELIZABETH S. WALKER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WILEY C. WILSON , a Notary Public in and for said County and State, the within named LIZZIEDINE KENNEDY WADE, LAURA WADE ASHBAUGH AND FAITH WADE the bargainors, 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.

Witness my hand and official seal at Nashville, Tennessee, this 2 day of FEBRUARY 19 44.

My commission expires JULY 9, 1946

(Seal) WILEY C. WILSON
Notary Public.

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

Personally appeared before me, P. P. TROTTER JR , a Notary Public in and for said County and State, the within named L. L. WADE JR the bargainor , with whom I am personally acquainted, and who acknowledged that HE 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.

Witness my hand and official seal at ~~Nashville~~ MEMPHIS, Tennessee, this 8TH day of FEBRUARY 1944 .

My commission expires JULY 2, 1944

(Seal) P. P. TROTTER JR
Notary Public.

U.S.R.S. $4.40
REC FEB 18, 1944 AT 2:40 P M
LP

NUMBER 1799 RECEIVED FEB 21, 1944 MRS. VICTORIA BEATY ET VIR TO W.R. PAGE ET UX

INSTALLMENT DEED

Book No. 1282

FOR AND IN CONSIDERATION of the sum of $ 300.00 THREE HUNDRED AND NO/100 DOLLARS of which FIFTY ($50.00) AND NO/100 DOLLARS has been paid in cash by W.R. PAGE AND WIFE LOUIE E. PAGE , the receipt of which is hereby acknowledged, and for the remainder ($150.00) ONE HUNDRED FIFTY AND NO/100 DOLLARS the said W.R. PAGE AND WIFE, LOUIE E. PAGE HAVE EXECUTED THEIR SIX (6) JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH EACH NOTE IN THE SUM OF TWENTY-FIVE ($25.00)DOLLARS, AND WITHOUT INTEREST, IF PAID AT THEIR MATURITY, BUT AFTER MATURITY ALL BEAR THE LEGAL RATE OF INTEREST WHICH SHALL BE DUE AND PAYABLE AT THE PAYMENT OF EACH NOTE, THE FIRST ONE OF SAID NOTES DUE AND PAYABLE ON MARCH 8TH 1944 OTHERS ON OR BEFORE THE 8TH DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL MATURE, ALL OF SAID NOTES DUE AND PAYABLE TO MRS. VICTORIA BEATY, OR ORDER.

all of said notes bearing six per cent interest from ~~date~~ MATURITY, 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, MRS. VICTORIA BEATY AND HER HUSBAND ALLIE BEATY have this day bargained and sold, and do hereby transfer and convey, unto the said W.R. PAGE AND WIFE LOUIE E. PAGE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEIN LOTNO. 8 OF BLOCK "A", ON THE REVISED SUBDIVISION OF PART OF L.M. EZELL'S 12.11 ACRE TRACT, AS OF RECORD IN BOOK NO.1130 PAGE 5, REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE.

SAID LOT NO.8 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF DOUGLAS AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 160 FEET TO AN ALLEY.

THIS CONVEYANCE IS MADE SUBJECT TO THE RESTRICTIVE CLAUSE AND COVENANTS IN DEED OF RECORD IN BOOK 1126 PAGE 543, SAID REGISTER'S OFFICE;

NOTE: THE PURCHASERS HEREBY ASSUME THE PAYMENT OF TAXES FOR THE YEAR OF 1944..

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W.R. PAGE AND WIFE, LOUIE E. PAGE, 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 W.R. PAGE AND WIFE LOUIE E. PAGE, 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 W.R. PAGE AND WIFE LOUIE E. PAGE do hereby transfer and convey unto W.I. BEATY , 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.