WE , the said BESSIE LLOYD WEBSTER AND HUSBAND ROBERT WHEATON WEBSTER, 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 $5500.00 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 BESSIE LLOYD WEBSTER ,HER , 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 BESSIE LLOYD WEBSTER, HER 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 E.H. AYERS 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 H.B. BURKS AND WIFE, NOVELLA RAMSEY BURKS

and BESSIE LLOYD WEBSTER AND HUSBAND ROBERT WHEATON WEBSTER , hereunto set our hands

at NASHVILLE , Tennessee, this the 6TH day of MARCH , 19 44 .

H.B. BURKS
NOVELLA RAMSEY BURKS
ROBERT WHEATON WEBSTER
BESSIE LLOYD WEBSTER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, K.H.MCKEE , a Notary Public in and for said County and State, the within named H.B. BURKS AND WIFE, NOVELLA RAMSEY BURKS AND BESSIE LLOYD WEBSTER AND HUSBAND ROBERT WHEATON WEBSTER 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 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, Tennessee, this 6TH day of MARCH 19 44.

My commission expires APRIL 13 1944

(Seal) K.H.MCKEE
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, X X , a Notary Public in and for said County and State, the within named

the bargainor , with whom I am personally acquainted, and who acknowledged that 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 day of 19 .

My commission expires

(Seal)
Notary Public.

U.S.R.S.$8.25
REC'D MCH 14, 1944 AT 1:47 P.M.

CM

INSTALLMENT DEED

Book No. 1282

FOR AND IN CONSIDERATION of the sum of DOLLARS

of which DOLLARS has been paid in cash by , the receipt of which is hereby acknowledged, and for the remainder DOLLARS the said JUNE V. BRINDLEY AND HUSBAND ELLIS H. BRINDLEY

WE TO PAY SAID SUM AND DENOMINATION THEREOF AS EVIDENCED BY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF GEO. D. WALLER, AS FOLLOWS: FIFTEEN NOTES ALL OF WHICH ARE IN THE AMOUNT OF FORTY EIGHT ($48.00) DOLLARS EACH, PAYABLE THREE MONTHS FROM DATE AND THEREAFTER EVERY THREE MONTHS THEREAFTER UNTIL ALL ARE PAID; THE LAST NOTE BEING FOR THE SUM OF SIXTY SIX AND 6.00/100 DOLLARS, DUE AND PAYABLE TO MATURE AFTER DATE.

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 ME, GEO. D. WALLER AND WIFE, JULIA A. WALLER

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

A LOT OR PARCEL OF LAND IN THE 6TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENN., BEING LOT NO. 1 AND THE NORTHERLY 55 FEET OF LOT NO. 2, OF BLOCK "E" ON THE PLAN OF WOODLAWN HEIGHTS SECTION 2, NOT OF RECORD, DESCRIBED ACCORDING TO A SURVEY MADE BY BLANCHARD & FAIRISH, ENGINEERS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY MARGIN OF SIMMONS AVENUE AT THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO JUNE V. BRINDLEY BY DEED FROM ROBIT A. WALLER OF RECORD IN BOOK 1278, PAGE 149, REGISTER'S OFFICE OF SAID COUNTY, THENCE WITH SAID AVENUE NORTHWARDLY 68.0 FEET TO THE BEGINNING OF A CURVE; THENCE AROUND SAID CURVE NORTHEASTWARDLY 79.6 FEET TO THE SOUTHERLY MARGIN OF THOMPSON LANE; THENCE WITH THE SAID LANE EASTWARDLY 68.0 FEET TO THE COMMON CORNER OF LOTS NOS. 1 & 30; THENCE WITH THE LINE BETWEEN LOTS NOS. 1 & 30, SOUTHWARDLY 95 FEET TO THE CORNER OF LOTS NOS. 1 & 2, CONTINUING IN THE SAME DIRECTION AND WITH THE LINE BETWEEN LOTS NOS. 2 & 30, 82.5 FEET TO THE CORNER OF LOTS NOS. 4 & 30, CONTINUING IN THE SAME DIRECTION AND WITH THE LINE BETWEEN LOTS 2 & 3, 124 FEET, IN ALL 150 FEET TO THE NORTHERLY LINE OF SAID BRINDLEY PROPERTY; THENCE WITH SAID LINE WESTWARDLY 150 FEET TO THE BEGINNING. BEING PART OF THE PROPERTY CONVEYED TO GEO. D. WALLER AND WIFE, JULIA A. WALLER, BY DEED FROM JOSEPH MARTIN, TRUSTEE, OF RECORD IN BOOK 1136, PAGE 211, SAID REGISTER'S OFFICE. THE PROPERTY HEREIN CONVEYED IS SUBJECT TO ALL THE SET BACK LINES AND RESTRICTIVE COVENANTS CONTAINED IN AN INSTRUMENT EXECUTED BY HOME MORTGAGE COMPANY OF RECORD IN BOOK 1163, PAGE 411, REGISTER'S OFFICE OF DAVIDSON COUNTY, THE SAME AS IF FULLY REPEATED HEREIN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JUNE V. BRINDLEY, HER heirs and assigns, forever, WE covenant that WE, GEORGE D. WALLER AND WIFE, JULIA A. WALLER 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 JUNE V. BRINDLEY, HER 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 ME , the said JUNE V. BRINDLEY AND HUSBAND, ELLIS H. BRINDLEY do hereby transfer and convey unto ELLIS H. HAYNES , 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.