WE , the said ALBERT CRAVENS AND WIFE, RELVA CRAVENS , 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 $~~ INSURABLE VALUE 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 ALBERT CRAVENS AND WIFE, RELVA CRAVENS, , 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 ALBERT CRAVENS AND WIFE, RELVA CRAVENS, 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 L.M.NELSON 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 BESSIE H.ALLEN, LOTTIE E.GIST, STELLA V.EHRHARD, ALL UNMARRIED, AND NELLIE E.GORDON AND HUSBAND, DAVID W.GORDON and ALBERT CRAVENS AND WIFE, RELVA CRAVENS , hereunto set our hands at NASHVILLE , Tennessee, this the 7TH day of APRIL, , 1944 .

ALBERT CRAVENS
RELVA CRAVENS.

BESSIE H.ALLEN
LOTTIE E.GIST
STELLA V.EHRHARD
NELLIE E.GORDON
DAVID W.GORDON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE EDWARDS, a Notary Public in and for said County and State, the within named BESSIE H.ALLEN AND LOTTIE E.GIST, BOTH UNMARRIED, AND ALBERT CRAVENS AND WIFE, RELVA CRAVENS, 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 X 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, Tennessee, this 22D day of APRIL, 1944.

My commission expires JULY 8, 1947.

(Seal) LOUISE EDWARDS,
Notary Public.

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

Personally appeared before me, GEORGE W.MITCHELL, a Notary Public in and for said County and State, the within named STELLA V.EHRHARD, UNMARRIED, AND NELLIE E.GORDON AND HUSBAND, DAVID W. GORDON, 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 X 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~~ MEMPHIS, Tennessee, this 11TH day of APRIL, 1944.

My commission expires JULY 10, 1945.

(Seal) GEO.W.MITCHELL,
Notary Public.

U.S.R.S. 10.55

RECD APRIL 22, 1944 AT 10:35 A.M.

JOHN MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book ~~No.~~ 1282

FOR AND IN CONSIDERATION of the sum of $2,850.00 - - - - - - - - - - DOLLARS of which $450.00 - - - - - - - - DOLLARS has been paid in cash by JAMES W.MCWHIRTER AND WIFE BERTHA MCWHIRTER , the receipt of which is hereby acknowledged, and for the remainder WE the said JAMES W. MCWHIRTER AND WIFE BERTHA MCWHIRTER $2,400.00 TWENTY-FOUR HUNDRED AND 00/100 - - - - - - - - - - - - - - - - - - DOLLARS

HAVE ASSUMED AND HEREBY EXPRESSLY AGREE TO PAY, THE SAME AS IF MADE BY US THE UNPAID 65 LIEN NOTES MADE BY CHARLES D. MCDONALD AND WIFE, MILDRED LOUISE MCDONALD TO THE METHODIST BENEVOLENT ASSOCIATION, ALL SAID 65 LIEN NOTES DATED JANUARY 1, 1942; THE FIRST OF SAID 65 NOTES BEING FOR THE SUM OF $29.28, DUE OCTOBER 1, 1942; THE SECOND OF SAID SERIES OF 65 NOTES BEING FOR 9 CENTS LESS AND DUE NOVEMBER 1, 1942, AND THE LAST NOTE OF SAID UNPAID SERIES OF 73 NOTES BEING FOR $1,109.52 AND DUE 73 MONTHS AFTER JANUARY 1, 1942; (THE FIRST 8 OF SAID SERIES OF 73 NOTES HAVING BEEN PAID BY SAID MCDONALD AND WIFE HERETOFORE); AND THE SAID MCWHIRTER AND WIFE HAVE ALSO EXECUTED, PAYABLE TO SAID C.D.MCDONALD THEIR 6 SECOND LIEN NOTES FOR THE AMOUNT OF $29.65 EACH; ALL SAID 6 NOTES DATED SEPTEMBER 18, 1942; ALL BEARING 6% INTEREST FROM DATE; THE FIRST OF SAID 6 NOTES BEING DUE OCTOBER 15, 1942; THE SECOND DUE NOVEMBER 15, 1942; THE THIRD DUE DECEMBER 15, 1942; THE FOURTH DUE JAN.15, 1943; THE FIFTH DUE FEB. 15, 1943; AND THE SIXTH DUE MARCH 15, 1943;

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, CHAS.D.MCDONALD AND WIFE MILDRED LOUISE MCDONALD

have this day bargained and sold, and do hereby transfer and convey, unto the said

JAMES W.MCWHIRTER AND WIFE BERTHA MCWHIRTER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING ALL OF LOT NO.15 OF BLOCK I ON THE PLAN OF G.T.SHEEGOG'S SUBDIVISION OF BORDEAUX, TENN., AS OF RECORD IN BOOK 421, PAGE 191 OF THE REGISTERS OFFICE OF DAVIDSON COUNTY; FRONTING 100 FEET ON THE SOUTHERLY SIDE OF ASYLUM AVENUE AND RUNNING BACK BETWEEN PARALLEL LINES FROM THE CENTER OF SAID AVENUE 225 FEET TO A DEAD LINE IN THE REAR, EXCEPT A STRIP OF LAND OFF THE WEST SIDE OF SAID LOT LATELY SOLD BY THE METHODIST BENEVOLENT ASSOCIATION TO W.N.MCPHERSON AND WIFE, ETTA, BY DEED OF NOV. 26, 1941 OF RECORD IN BOOK ___, PAGE ___, OF SAID REGISTERS OFFICE, WHICH STRIP IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY MARGIN OF ASYLUM ROAD, WHICH IS THE COMMON CORNER BETWEEN LOTS 15 AND 16, IN THE MAP SHOWING THE REVISION OF LOTS NOS. 14, 15, 16, 17, AND 18 OF BLOCK I OF G.T.SHEEGOG'S SUBDIVISION OF BORDEAUX, TENNESSEE, THENCE NORTHERLY ALONG THE EASTERLY MARGIN OF SAID ASYLUM ROAD 22 FEET; THENCE IN AN EASTERLY DIRECTION 225 FEET TO A POINT 9.5 FEET NORTH OF THE REAR COMMON CORNER BETWEEN SAID LOTS NOS. 15 AND 16, THENCE SOUTHERLY 9.5 FEET TO THE REAR COMMON CORNER OF LOTS NOS. 15 AND 16; THENCE ALONG THE ORIGINAL LINE BETWEEN SAID TWO LOTS IN A WESTERLY DIRECTION TO THE POINT OF BEGINNING;

BEING THE SAME LOT CONVEYED TO US, CHAS.D.MCDONALD AND WIFE BY SAID METHODIST BENEVOLENT ASSOCIATION DECEMBER 31, 1941 BY DEED OF RECORD IN BOOK 1227, PAGE 104, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE; REFERENCE TO WHICH IS HERE MADE; HAVING THEREON A NICE FRAME RESIDENCE, SHADE TREES AND OURHOUSES.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES W.MCWHIRTER AND WIFE, BERTHA MCWHIRTER, 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 BY SAID 65 FIRST LIEN NOTES TO SAID METHODIST BENEVOLENT ASSOCIATION, WHICH ARE A PRIOR LIEN TO THE SIX SECOND LIEN NOTES ABOVE NAMED. THE TAXES FOR 1942 TO BE PAID ½ BY MCDONALD & ½ BY MCWHIRTER. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JAMES W.MCWHIRTER AND WIFE, BERTHA MCWHIRTER, 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 W.MCWHIRTER AND WIFE BERTHA MCWHIRTER do hereby transfer and convey unto NOAH W.COOPER , 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.