, the said , 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 $, 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.

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 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 , the said , 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 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, 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.

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. 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 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 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

and , hereunto set our hands

at , Tennessee, this the day of , 1944 .

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , 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 17 day of MAY 1944 .

My commission expires 3-12-45

(Seal) MARY B. MCALPINE

Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, D. E. MYERS , a Notary Public in and for said County and State, the within named J. C. VILLINES AND WIFE, BIRDIE MAI VILLINES

the bargainor , 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, Tennessee, this 16 day of MAY 1944 .

My commission expires APRIL 24, 1945

(Seal) D. E. MYERS

Notary Public.

RECEIVED MAY 27, 1944 AT 11:38 A.M. - USRS $1.65 - DG

NUMBER 6758 RECORDED JUNE 1ST, 1944.

W.A. PUGH, --TO-- BERNARD WHITMAN ET UX.

INSTALLMENT DEED.

Book No. 1282

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND AND NO/100 ($2,000.00) DOLLARS

of which SEVEN HUNDRED SIXTY AND NO/100 ($760.00) DOLLARS has been paid in cash by

BERNARD WHITMAN AND WIFE VIVIAN WHITMAN , the receipt of which is hereby acknowledged, and for the remainder

OF TWELVE HUNDRED FORTY AND NO/100 ($1240.00) DOLLARS

the said BERNARD WITMAN AND WIFE VIVIAN WHITMAN HAVE EXECUTED AND DELIVERED TO ME THEIR 62 JOINT PROMISSORY NOTES, PAYABLE TO THE ORDER OF THEMSELVES AND BY THEM ENDORSED IN BLANK FOR NEGOTIATION, EACH BEING IN THE PRINCIPAL SUM OF TWENTY DOLLARS BUT HAVE THE INTEREST TO DATE CALCULATED AND ADDED INTO THE FACE THEREOF, THEREBY MAKING THE FIRST MATURING OF SAID NOTES FOR THE PRINCIPAL SUM OF TWENTY SIX AND 20/100 ($26.20) DOLLARS, AND EACH SUCCEEDING NOTE FOR A SUM TEN CENTS LESS THAN THE NEXT PRECEDING NOTE, THEREBY MAKING THE LAST NOTE FOR THE SUM OF $20.10 SAID NOTES BEING OF EVEN DATE HEREWITH, AND NOTE NUMBER ONE MATURING ON OR BEFORE JULY 1ST, 1944, AND THE OTHERS MONTHLY THEREAFTER UNTIL ALL HAVE BECOME DUE AND PAYABLE.

AFTER MATURITY

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 I, W.A. PUGH AN UNMARRIED MAN

have this day bargained and sold, and do hereby transfer and convey, unto the said BERNARD WHITMAN AND WIFE VIVIAN WHITMAN THEIR,

heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: A LOT OR PARCEL OF LAND IN THE 15TH WARD OF THE CITY OF NASHVILLE TENNESSEE DESCRIBED AS FOLLOWS;

BEGINNING ON THE WESTERLY MARGIN OF SECOND AVENUE SOUTH FORMERLY MARKET STREET, AT A POINT 127 FEET, MORE OR LESS, SOUTH OF THE SOUTHERLY MARGIN OF MALLORY STREET, SAID POINT BEING THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO A.M. MAY BY DEED FROM R.J. HENDRIX AND WIFE OF RECORD IN BOOK 888 PAGE 259, REGISTER'S OFFICE FOR SAID COUNTY; THENCE WITH THE SOUTHERLY LINE OF SAID MAY PROPERTY WESTWARDLY 135 FEET, MORE OR LESS, TO THE EASTERLY MARGIN OF AN ALLEY; THENCE WITH SAID ALLEY SOUTHWARDLY 50 FEET TO THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO MRS. ALLINE BENDER BY DEED FROM JAMES E. CALDWELL TRUSTEE, OF RECORD IN BOOK 1238, PAGE 651, SAID REGISTER'S OFFICE THENCE WWTH THE NORTHERLY LINE OF SAID BENDER PROPERTY EASTWARDLY 135 FEET, MORE OR LESS, TO THE WESTERLY MARGIN OF SECOND AVENUE SOUTH; THENCE WITH SAID AVENUE NORTHWARDLY 50 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO W.A. PUGH FROM MATTIE BECKEMEYER OF RECORD IN BOOK 1225 PAGE 133, SAID REGISTER'S OFFICE

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said BERNARD WHITMAN AND WIFE VIVIAN WHITMAN 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 TAXES FOR YEAR 1944, WHICH ARE BEING PRO RATED AS OF MAY 15, 1944, AND ASSUMED BY PURCHASER I, further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said BERNARD WHITMAN AND WIFE VIVIAN WHITMAN 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 BERNARD WHITMAN AND WIFE VIVIAN WHITMAN do hereby transfer and convey unto ARTHUR H.CAMPBELL, , 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.

Oct 1944

DEPUTY REGISTER