WE , the said WILLIAM V.HOLMES AND WIFE, DOROTHY WATERS HOLMES, , 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 WILLIAM V.HOLMES AND WIFE, DOROTHY WATERS HOLMES , 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 WILLIAM V.HOLMES AND WIFE, DOROTHY WATERS HOLMES, -- 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 W.P.COOPER, 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 FRANCES M.WILD (A WIDOW)

and SAID WILLIAM V.HOLMES AND WIFE, DOROTHY WATERS HOLMES, , hereunto set our hands.

at NASHVILLE , Tennessee, this the 15 day of MARCH , 19 44.

FRANCES M.WILD
WILLIAM V.HOLMES
DOROTHY WATERS HOLMES

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ANNIE S. DINWIDDIE, a Notary Public in and for said County and State, the within named WILLIAM V.HOLMES AND WIFE, DOROTHY WATERS HOLMES AND FRANCES M.WILD,

the bargainor S , 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 MARCH 1944

My commission expires 1-12-46.

(Seal) ANNIE S.DINWIDDIE,
Notary Public.

U.S.R.S. $2.75
RECD MARCH 16, 1944 AT 3:14 P M

NUMBER 2993
KITTIE MAY SANDERS TO CARRIE MAY MANNING.
RECORDED MARCH 17, 1944.

INSTALLMENT DEED

Book No. 1295

FOR AND IN CONSIDERATION of the sum of SEVENTY-TWO HUNDRED AND FIFTY AND NO/100 -- DOLLARS of which TWENTY-FIVE HUNDRED AND NO/100 - - - - - -- DOLLARS has been paid in cash by CARRIE MAY MANNING , the receipt of which is hereby acknowledged, and for the remainder the said FORTY-SEVEN HUNDRED AND FIFTY AND NO/100 - - - - - DOLLARS CARRIE MAY MANNING

HAS THIS DAY EXECUTED HER 87 NOTES FOR $54.00 EACH AND ONE, THE LAST NOTE FOR $52.00, ALL PAYABLE TO THE ORDER OF KITTIE MAY SANDERS, THE FIRST NOTE FALLING DUE "ON OR BEFORE" APRIL 15TH, 1944 AND THE OTHERS, ONE ON THE 15TH DAY OF EACH AND EVERY MONTH CONSECUTIVELY THEREAFTER UNTIL ALL ARE PAID. ALL OF SAID NOTES BEARS INTEREST AT THE RATE OF 6% PER ANNUM FROM DATE, BUT THE INTEREST HAS BEEN COMPUTED AND ADDED IN THE FACE OF SAID NOTES MAKING THE FIRST NOTE FOR THE SUM OF $77.75, AND THE OTHERS DECREASING AT A RATE OF TWENTY-SEVEN (27¢) CENTS PER MONTH, MAKING THE LAST NOTE FOR THE SUM OF $52.26. IT IS UNDERSTOOD AND AGREED THAT ANYONE OR ALL OF SAID SERIES OF NOTES MAY BE TAKEN UP BEFORE MATURITY AT A DISCOUNT OF TWENTY-SEVEN (27¢) CENTS PER MONTH FOR THE TIME UNEXPIRED, PROVIDED THAT THEY BE TAKEN UP IN THE ORDER OF THEIR 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 KITTIE MAY SANDERS

have this day bargained and sold, and do hereby transfer and convey, unto the said CARRIE MAY MANNING, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOTS NOS. 9 AND 11 ON THE MAP OF THE KINNAIRD AND TRANSFORD SUBDIVISION, AS OF RECORD IN BOOK 57, PAGE 156, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOTS NOS. 9 AND 11 FRONT TOGETHER 100 FEET ON THE NORTHERLY SIDE OF RUSSELL STREET AND RUNS BACK BETWEEN PARALLEL LINES, 170 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO KITTIE MAY SANDERS BY DEED FROM R.R.SANDERS, OF RECORD IN BOOK 739, PAGE 546, SAID REGISTERS OFFICE.

THIS CONVEYANCE ALSO INCLUDES ALL THE UTILITIES, FURNITURE, STOVES, CARPETS, PICTURES, BEDDINGS, ETC. NOW IN THE RESIDENCE.

THE PURCHASER ASSUMES THE TAXES FOR THE YEAR 1944.

I declare that I am the true and lawful owner of the land conveyed by the instrument within written, and hereby discharge the lien thereof, the same is paid. This 2 day of [illegible] 1944.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CARRIE MAY MANNING, HER heirs and assigns, forever, I DO covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said CARRIE MAY MANNING, 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 HER in hand paid I , the said CARRIE MAY MANNING, UNMARRIED do hereby transfer and convey unto HARRY R.SANDERS , 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.