WE. , the said W.T.BENNETT, AND WIFE VIOLA BENNETT, , 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 $ 1,200.00 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 W.T.BENNETT AND WIFE VIOLA BENNETT, 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 W.T.BENNETT AND WIFE VIOLA BENNET 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 C.E.HARLAN 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 MRS. LOUISE P. GARROTT AND HUSBAND B.O.GARROTT,

and W.T. BENNETT AND WIFE VIOLA BENNETT, , hereunto set our hands

at MADISON , Tennessee, this the 21ST day of JUNE , 1944.

MRS. LOUISE P. GARROTT,
B.O.GARROTT,
W.T. BENNETT,
VIOLA BENNETT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, [illegible] a Notary Public in and for said County and State, the within named [illegible] W.T. BENNETT AND WIFE VIOLA BENNETT, the bargainor S, 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, 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 1ST day of JUNE 19 44.

My commission expires [illegible] U.S.T.$$ .75

(Seal) [illegible] Notary Public.

FEE PD JUNE 27TH, 1944. AT 3:37 P.M.FD.

NUMBER 8085 RECORDED JUNE 28, 1944

A. B. CAREY AND WIFE, -TO- JIMMIE ICEIAM PIKE AND WIFE

INSTALLMENT DEED

Book No. 1296

FOR AND IN CONSIDERATION of the sum of ($2,000.00) TWO THOUSAND AND NO/100 DOLLARS of which FIVE HUNDRED AND NO/100 ($500.00) DOLLARS has been paid in cash by JIMMIE ICEIAM PIKE AND WIFE, GOLDIE GLADYS PIKE, the receipt of which is hereby acknowledged, and for the remainder ($1,500.00) FIFTEEN HUNDRED AND NO/100 DOLLARS the said JIMMIE ICEIAM PIKE AND WIFE, GOLDIE GLADYS PIKE HAVE EXECUTED A SERIES OF SEVENTY-FIVE PROMISSORY LIEN NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF A. B. CAREY, IN THE AMOUNT OF $20.00 EACH. ALL OF SAID SEVENTY-FIVE PROMISSORY LIEN NOTES BEARING INTEREST AT THE RATE OF SIX PERCENT PER ANNUM, INTEREST HAVING BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE, MAKING THE FIRST NOTE IN THE AMOUNT OF $27.50, AND EACH SUCCEEDING NOTE DECREASES 10¢ UNTIL ALL OF SAID SEVENTY-FIVE PROMISSORY LIEN NOTES ARE PAID, THE LAST NOTE OF SAID SETIES IS IN THE AMOUNT OF $20.10. THE FIRST ONE OF SAID NOTES IS DUE ON OR BEFORE JULY 27, 1944, AND THE OTHERS DUE ON OR BEFORE THE 27TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL OF SAID SEVENTY-FIVE PROMISSORY LIEN NOTES ARE PAID. A LIEN IS EXPRESSLY RETAINED ON THE PREMISES CONVEYED TO SECURE SAID DEFERRED PAYMANTS OF PURCHASE MONEY AND INTEREST THEREON UNTIL PAID IN FULL.

75-$20.00 NOTES OF 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 A. B. CAREY AND WIFE, ETHEL CAREY

have this day bargained and sold, and do hereby transfer and convey, unto the said JIMMIE ICEIAM PIKE AND WIFE GOLDIE GLADYS PIKE,

THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE BEING THE SOUTH ONE-HALF OF LOT NO. 3 ON THE UNITED ELECTRIC RAILWAY'S ADDITION TO EAST NASHVILLE, OF RECORD IN BOOK 161, PAGE 8, REGISTER'S OFFICE FOR SAID COUNTY. SAID PART OF SAID LOT NO. 3 FRONTS 50 FEET ON THE NORTHERLY SIDE OF LONG AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 157½ FEET TO A DEAD LINE. BEING THE SAME PROPERTY CONVEYED TO A. B. CAREY AND WIFE, ETHEL CAREY BY DEED FROM WILLARD HOLT AND WIFE, EVELYNE HOLT, OF RECORD IN BOOK NO. 55, PAGE 276, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

I declare that I am [illegible] within recorded and [illegible] to secure the same in [illegible] Attest: [illegible] SUCH PROBATE

[illegible] 9 day of Sept 1960

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JIMMIE ICEIAM PIKE AND WIFE GOLDIE GLADYS PIKE, THEIR heirs and assigns, forever, 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 AS SET OUT HEREIN

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JIMMIE ICEIAM PIKE AND WIFE GOLDIE GLADYS PIKE, 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 AT, the said JIMMIE ICEIAM PIKE AND WIFE GOLDIE GLADYS PIKE do hereby transfer and convey unto E. M. [illegible], 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.