I, the said ADA LEE BLACKBURN, UNMARRIED, 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 $ 2800.00 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.

I 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 I 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 I, the said ADA LEE BLACKBURN, UNMARRIED, 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 I 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, IF I 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.

I 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. I 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 ADA LEE BLACKBURN, UNMARRIED 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 FYKE FARMER 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 FRANK J. BATH AND WIFE, SOPHIE C. BATH

and ADA LEE BLACKBURN UNMARRIED, hereunto set our hands

at NASHVILLE, Tennessee, this the 11TH day of JULY, 19 44.

FRANK J. BATH
MRS. SOPHIE C. BATH
ADA LEE BLACKBURN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, M. P. CLARK, a Notary Public in and for said County and State, the within named FRANK J. BATH AND WIFE, SOPHIE C. BATH AND ADA LEE BLACKBURN, UNMARRIED

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, of 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 11TH day of JULY 19 44.

My commission expires OCTOBER 6, 1946

(Seal) M. P. CLARK
Notary Public.

R.E.C.O.R.D.E.D. $3.85
REC JULY 15, 1944 AT 10:55 A M
BP

NUMBER 8877 RECORDED JULY 17, 1944 JOE KORNMAN ET UX TO JOHN A. CANTRELL ET UX

INSTALLMENT DEED

Book No. 1296

FOR AND IN CONSIDERATION of the sum of NINETEEN HUNDRED FIFTY AND NO/100 ($1950.00) DOLLARS of which FIVE HUNDRED AND NO/100 DOLLARS has been paid in cash by JOHN A. CANTRELL AND WIFE, GEORGIA L. CANTRELL, the receipt of which is hereby acknowledged, and for the remainder FOURTEEN HUNDRED FIFTY AND NO/100 ($1450.00) DOLLARS the said JOHN A. CANTRELL AND WIFE GEORGIA L. CANTRELL HAVE EXECUTED THEIR SEVENTY-THREE MONTHLY CONSECUTIVE NOTES THE FIRST OF SAID NOTES FALLING DUE ON AUG 1, 1944 AND ONE ON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL ALL OF THESE NOTES HAVE BEEN PAID; THE FIRST SEVENTY-TWO OF THESE SAID NOTES ARE IN THE PRINCIPAL SUM OF $20.00 EACH WITH INTEREST HAVING BEEN ADDED TO THE FACE OF EACH NOTE AND THE FIRST NOTE BEING IN THE SUM OF $27.25 AND EACH NOTE REDUCING TEN CENTS EACH MONTH; THE LAST NOTE BEING FOR $10.00 WITH INTEREST ADDED IN ITS FACE AMOUNTING TO $10.05, AND THE LAST NOTE FALLING DUE ON AUG. 1, 1950.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 23 day of July 1950.

Attest: M. Mc Thurston DEPUTY REGISTER — J. Kornman

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

WE, JOE KORNMAN AND WIFE ANN KORNMAN

have this day bargained and sold, and do hereby transfer and convey, unto the said JOHN A. CANTRELL AND WIFE, GEORGIA L. CANTRELL, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN THE 20TH WARD OF THE CITY OF NASHVILLE, DAVIDSON COUNTY, TENN., BEING PART OF THE LUCY H. LINDSLEY TRACT, NOT OF RECORD, DESCRIBED ACCORDING TO A SURVEY MADE BY LEWIS D. JUSTICE, SURVEYOR, JULY 6, 1944, AS FOLLOWS:

BEGINNING ON THE WESTERLY MARGIN OF JOSEPH AVE. AT A POINT 236.9 FEET NORTH OF THE NORTHERLY MARGIN OF CLEVELAND ST.; THENCE WITH THE WESTERLY MARGIN OF SAID AVE NORTHWARDLY 38.1 FT. TO THE SOUTHEAST CORNER OF THE PROPERTY FORMERLY OWNED BY MARY F. SMITH; THENCE WITH THE SOUTHERLY LINE OF THE SAID SMITH PROPERTY, WESTWARDLY 149.7 FEET TO THE EASTERLY MARGIN OF AN ALLEY; THENCE WITH SAID ALLEY SOUTHWARDLY 36.8 FEET TO A POINT 236.2 FEET NORTH OF THE NORTHERLY MARGIN OF CLEVELAND ST.; THENCE EASTWARDLY 150.3 FEET TO THE BEGINNING.

BEING PART OF THE PROPERTY CONVEYED TO JOE KORNMAN AND WIFE, ANN KORNMAN BY DEED FROM M. P. WRIGHT AND WIFE, OF RECORD IN BOOK 1229 PAGE 510, REGISTER'S OFFICE FOR SAID COUNTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN A. CANTRELL AND WIFE, GEORGIA L. CANTRELL, 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 FOR TAXES FOR 1944 WHICH ARE BEING PRO RATE AND ASSUMED BY THE PURCHASERS. WE further covenant and bind MYSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN A. CANTRELL AND WIFE, GEORGIA L. CANTRELL, 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 JOHN A. CANTRELL AND WIFE GEORGIA L. CANTRELL do hereby transfer and convey unto HIM, the said M. P. WRIGHT, 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.