WE , the said HOYT KENNETH MCMAHAN AND WIFE, MARGIE INEZ MCMAHAN, 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 $ 2,750.00 FIRE AND TORNADO 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 HOYT KENNETH MCMAHAN AND WIFE, MARGIE INEZ MCMAHAN , 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 HOYT KENNETH MCMCHAN AND WIFE, MARGIE INEZ MCMAHAN, 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 FRANK R. WELCH 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 KATHERINE STINE, UNMARRIED AND HOYT KENNETH MCMAHAN AND WIFE, MARGIE INEZ MCMAHAN

-end- , hereunto set our hands

at NASHVILLE , Tennessee, this the 25 day of JULY , 19 44.

KATHERINE STINE
HOYT KENNETH MCMAHAN
MARGIE INEZ MCMAHAN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J. M. VAUGHN , a Notary Public in and for said County and State, the within named KATHERINE STINE, UNMARRIED AND OF LEGAL AGE, AND HOYT KENNETH MCMAHAN AND WIFE, MARGIE INEZ MCMAHAN the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ; 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 25Th day of JULY 19 44

My commission expires APRIL 5, 1945 (Seal) J. M. VAUGHN
U.S.R.S. $4.40 Notary Public.
REC JULY 26, 1944 AT 2:50 P M
LP

NUMBER 9504
RECORDED JULY 27, 1944

RUSSELL CAMPBELL EXECUTOR
--TO--
WALTER F. VANTREASE AND WIFE
LOLA FRANCES VANTREASE

INSTALLMENT DEED

Book No. 1296

FOR AND IN CONSIDERATION of the sum of EIGHTEEN HUNDRED ($1800.00)------ DOLLARS

of which ONE THOUSAND ($1000.00)----- DOLLARS has been paid in cash by WALTER F. VANTREASE AND WIFE, LOLA FRANCES VANTREASE the receipt of which is hereby acknowledged, and for the remainder EIGHT HUNDRED ($800.00)----- DOLLARS the said WALTER F. VANTREASE AND WIFE, LOLA FRANCES VANTREASE HAVE EXECUTED AND DELIVERED THEIR TWENTY NOTES FOR $40.00 EACH, NUMBERS 1 TO 20 BOTH INCLUSIVE OF EVEN DATE WITH THIS INSTRUMENT PAYABLE MONTHLY TO THE ORDER OF RUSSELL CAMPBELL, EXECUTOR, BEGINNING AUGUST 15, 1944 AND CONTINUING ON THE 15TH DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL ARE PAID.

I declare that all the information required by the instrument with which this declaration is filed is correct to the best of my knowledge and belief.
Attest: Russell Campbell
DEPUTY MASTER.

This 27 day of July 1945

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, RUSSELL CAMPBELL, EXECUTOR OF THE ESTATE OF LEMUEL R. CAMPBELL, DECEASED have this day bargained and sold, and do hereby transfer and convey, unto the said WALTER F. VANTREASE AND WIFE LOLA FRANCES VANTREASE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

THE SOUTH ONE-HALF OF LOT NO 272 IN D. T. MCGAVOCK AND OTHERS' ADDITION TO NASHVILLE OR TO THE TOWN OF MCGAVOCK FRONTING 50 FEET ON THE WESTERLY SIDE OF ALBERTA AVENUE, NOW FOURTEENTH AVENUE NORTH, AT THE CORNER OF COCKRILL STREET, AND RUNNING BACK BETWEEN PARALLEL LINES WITH THE NORTHERN MARGIN OF COCKRILL STREET 170 FEET, MORE OR LESS TO AN ALLEY.

SAID PART OF LOT 272 IS THE SAME THAT WAS CONVEYED TO E. C. MARSHALL BY DEED OF L. R CAMPBELL, TRUSTEE, DATEED MAY 2, 1918, AND RECORDED IN BOOK NO. 508, PAGE 277, R.O.D.C. AND THE SAME CONVEYED TO W. H. CHAFFIN AND WIFE, BY DEED RECORDED IN BOOK 616, PAGE 256, R.O.D.C.

AND BEING THE SAME PROPERTY CONVEYED TO L. R. CAMPBELL (LEMUEL R. CAMPBELL) BY DEED FROM JOHN HENRY CLAY, ET UX, OF RECORD IN BOOK 846, PAGE 207, R.O.D.C. TENNESSEE.

PURCHASERS ASSUME TAXES FOR 1944, CITY, AND STATE & COUNTY, WHICH HAVE BEEN PRO-RATED AS OF JULY 1ST.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WALTER F. VANTREASE AND WIFE, LOLA FRANCES VANTREASE, THEIR heirs and assigns, forever, lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. I covenant that I AM EXCEPT AS ABOVE SET FORTH I further covenant and bind MYSELF AS SUCH EXECUTOR AND MY SUCCESSORS IN OFFICE heirs and representatives, to warrant and forever defend the title to said real estate to said WALTER F. VANTREASE AND WIFE LOLA FRANCES VANTREASE, 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 WALTER F. VANTREASE AND WIFE, LOLA FRANCES VANTREASE do hereby transfer and convey unto ROBERT LUSK , 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.