WE, , the said GEORGE E. ESTES AND WIFE VELMA P.ESTES, , 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 $ 3,750.00 FIRE AND WINDSTORM 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 GEORGE E. ESTES AND WIFE VELMA P.ESTES, , 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 GEORGE E. ESTES AND WIFE VELMA P.ESTES, THEIR ~~representatives or assigns~~ HEIRS, 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 ALBERT H.THOMAS 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 NASHVILLE TRUST COMPANY,AS TRUSTEE UNDER THE WILL OF ESTHER CARTER WHEELER HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS AND ITS and-- CORPORATE SEAL TO BE AFFIXED AND GEORGE E.ESTES AND WIFE VELMA P.ESTES AND M.W. WHEELER, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of AUGUST, 1944.

(SEAL) NASHVILLE TRUST COMPANY,TRUSTEE UNDER THE WILL OF ESTHER CARTER WHEELER, DECEASED.

BY CHAS. NELSON, PRESIDENT.

ATTEST:

W.W.MONEILLY, SECRETARY.

GEO E. ESTES,

VELMA P.ESTES,

M.W.WHEELER,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.D.WILLIAMS, a Notary Public in and for said County and State, the within named GEORGE E. ESTES AND VELMA P.ESTES AND M.W.WHEELER,

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 3RD day of AUGUST 19 44.

My commission expires 1/9/48

(Seal) J.D.WILLIAMS
Notary Public.

STATE OF TENNESSEE.
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME J.D.WILLIAMS A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, CHARLES NELSON AND W.W.MONEILLY WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH, ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY RESPECTIVELY OF THE NASHVILLE TRUST COMPANY, THE BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND SECRETARY, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF SAID CORPORATION AS TRUSTEE UNDER THE WILL OF ESTHER CARTER WHEELER, DECEASED, FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION, AS SUCH TRUSTEE, BY THE SAID CHARLES NELSON, AS PRESIDENT AND BY AFFIXING ITS CORPORATE SEAL AND ATTESTING THE SAME BY THE SAID W.W.MONEILLY, AS SUCH SECRETARY.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 3RD DAY OF AUGUST, 1944.
(SEAL)
J.D.WILLIAMS,
NOTARY PUBLIC

MY COMMISSION EXPIRES 1/9/48
U.S.R.S. $ 5.00
RECEIVED AUGUST 4TH,1944. AT 1; 1 P.M. BC.

INSTALLMENT DEED

Book No. 1296

FOR AND IN CONSIDERATION of the sum of THIRTY-FIVE HUNDRED AND NO/100 ($3500.00) DOLLARS of which THREE HUNDRED AND NO/100 ($300.00) DOLLARS has been paid in cash by B.E. HOLCOMB AND WIFE, VIOLA HOLCOMB , the receipt of which is hereby acknowledged, and for the remainder THIRTY-TWO HUNDRED AND NO/100 ($3200.00) DOLLARS the said B.E. HOLCOMB AND VIOLA HOLCOMB, HAVE THIS DAY EXECUTED THEIR ONE JOINT PROMISSORY NOTE OF THIRTY-TWO HUNDRED DOLLARS PAYABLE TO THE ORDER OF J.D. SOUTHERLAND PAYABLE IN MONTHLY INSTALLMENTS OF THIRTY-SIX DOLLARS EACH. THE FIRST PAYMENT IS DUE ON THE 26TH DAY OF AUGUST 1944 AND ONE OTHER ON THE SAME DAY OF EACH SUCCEEDING MONTH UNTIL THE NOTE IS PAID IN FULL. THE PAYMENT OF EACH INSTALLMENT IS TO BE APPLIED FIRST TO THE PAYMENT OF ALL INTEREST TO DATE ON UNPAID BALANCE OF NOTE AND THE REMAINDER CREDITED ON PRINCIPAL SUM.

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, J.D. SOUTHERLAND AND WIFE, RUTH BISHOP SOUTHERLAND

have this day bargained and sold, and do hereby transfer and convey, unto the said B.E. HOLCOMB AND WIFE, VIOLA HOLCOMB,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.13 AND THE WESTERLY 5 FEET OF LOT NO.14 ON THE MAP OF HOUSE AND SIMONTON'S SUBDIVISION, AS OF RECORD IN BOOK 57, PAGE 137, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.13 AND THE WESTERLY 5 FEET OF LOT NO.14 FRONT TOGETHER 55 FEET ON THE NORTHERLY SIDE OF MANSFIELD AVENUE, AND RUN BACK BETWEEN PARALLEL LINES 175 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO J.D. SOUTHERLAND AND WIFE,RUTH BISHOP SOUTHERLAND, BY DEED FROM LILLIE M.CONNELL,DATED OCTOBER 1, 1928, AND RECORDED IN BOOK 814, PAGE 184, SAID REGISTER'S OFFICE.

[redacted] and record[redacted] release and discharge of the same to secure the same in full. This [redacted] day of [redacted] 1959

[redacted]

[redacted] that I am the true and lawful holder of the claim secured by the [redacted] within recorded, and hereby acknowledge the satisfaction thereof and discharge of the [redacted] to secure the same in full. This 6 day of Aug 1959

[redacted] J.D. Southerland

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said B.E. HOLCOMB AND VIOLA HOLCOMB 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.

WE further covenant and bind OURSELVES & OUR heirs and representatives, to warrant and forever defend the title to said real estate to said B.E. HOLCOMB AND VIOLA HOLCOMB,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 [redacted] do hereby transfer and convey unto [redacted], 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.