I , the said GLADYS BEATRICE JONES , 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 $ -- 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 GLADYS BEATRICE JONES , 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, 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 GLADYS BEATRICE JONES 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 J.L. GHEE 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 PHIL COHEN AND WIFE, SARA COHEN

and GLADYS BEATRICE JONES , hereunto set our hands

at NASHVILLE , Tennessee, this the 1ST day of AUGUST , 19 44.

PHIL COHEN
SARA COHEN
GLADYS BEATRICE JONES

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ELIZABETH S. SHACKLETT, a Notary Public in and for said County and State, the within named PHIL COHEN AND WIFE, SARA COHEN AND GLADYS BEATRICE JONES

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 8TH day of AUGUST 19 44.

My commission expires APRIL 6, 1946 (Seal) ELIZABETH S. SHACKLETT Notary Public.

U.S.R.S.$1.65

RECD AUG 10, 1944 AT 10:29 A.M.

CM

NUMBER 10298 RECORDED AUG 11, 1944 MARY L. BINKLEY TO ARTHUR SENDER ET UX

INSTALLMENT DEED

Book No. 1296

FOR AND IN CONSIDERATION of the sum of SEVENTY NINE HUNDRED FIFTY AND NO/100 ($7950.00) DOLLARS

of which THIRTY FIVE HUNDRED AND NO/100 ($3500.00) DOLLARS has been paid in cash by ARTHUR SENDER AND WIFE, ERNA SENDER , the receipt of which is hereby acknowledged, and for the remainder

the said FORTY-FOUR HUNDRED FIFTY AND NO/100 ($4450.00) DOLLARS ARTHUR SENDER AND WIFE, ERNA SENDER, HAVE EXECUTED AND DELIVERED ONE CERTAIN PROMISSORY NOTE, BEARING EVEN DATE WITH THIS INSTRUMENT FOR THE PRINCIPAL SUM OF $4450.00 PAYABLE TO THE ORDER OF MARY L. BINKLEY IN MONTHLY INSTALLMENTS AS FOLLOWS: THE SUM OF FORTY-SEVEN AND 21.100 ($47.21) DOLLARS ON THE FIRST DAY OF SEPTEMBER, 1944 AND THE LIKE AMOUNT ON THE FIRST DAY OF EACH AND EVERY MONTH THEREAFTER, UNTIL AND INCLUDING THE FIRST DAY OF JULY, 1954, WHICH SAID MONTHLY PAYMENTS SHALL BE APPLIED MONTHLY TO THE PAYMENT OF INTEREST ON THE UNPAID PRINCIPAL AT THE RATE OF 5% PER ANNUM, AND ANY AMOUNT REMAINING AFTER PAYMENT OF SUCH INTEREST SHALL BE APPLIED IN REDUCTION OF SAID PRINCIPAL AND THE BALANCE OF PRINCIPAL AND INTEREST SHALL BE PAYABLE ON THE FIRST DAY OF AUGUST, 1954.

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 the same in full. This 7th day of August, 1946

Attest: Mary L. Binkley

DEPUTY REGISTER

all [illegible], 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, MARY L. BINKLEY, A WIDOW

have this day bargained and sold, and do hereby transfer and convey, unto the said ARTHUR SENDER AND WIFE, ERNA SENDER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.28 OF BLOCK "H" ON THE MAP OF CHEROKEE PARK, 2ND SECTION, AS OF RECORD IN BOOK 547 PAGES 175 AND 176 REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.28 FRONTS 60 FEET ON THE NORTHERLY SIDE OF ABERDEEN ROAD, AND RUNS BACK 130.42 FEET ON THE EASTERLY LINE AND 122.20 FEET ON THE WESTERLY LINE TO A DEAD LINE, MEASURING 63 FEET THEREON.

BEING THE SAME PROPERTY CONVEYED TO B.T. BINKLEY AND WIFE, MARY L. BINKLEY BY DEED FROM ARNOLD ABERNATHY AND WIFE, DATED JULY 30, 1930, OF RECORD IN BOOK 785 PAGE 669, SAID REGISTER'S OFFICE. THE SAID B.T. BINKLEY HAVING SINCE DIED.

THIS CONVEYANCE IS MADE SUBJECT TO THE RESTRICTIVE COVENANTS CONTAINED IN DEED FROM W.F. RANDOLPH TO ARNOLD ABERNATHY OF RECORD IN BOOK 819, PAGE 140, REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE.

THE STATE AND COUNTY AND CITY TAXES FOR THE YEAR 1944 HAVE BEEN PRO-RATED AND THE PAYMENT OF THE SAME ASSUMED BY THE PURCHASERS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ARTHUR SENDER AND WIFE, ERNA SENDER, THEIR heirs and assigns, forever, I 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. EXCEPT 1944 TAXES, WHICH ARE ASSUMED BY THE PURCHASERS. I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said ARTHUR SENDER AND WIFE, ERNA SENDER, 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 ARTHUR SENDER AND WIFE, ERNA SENDER do hereby transfer and convey unto E.E. MURREY , 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.