I , the said PETER A. CARTWRIGHT, JR. , 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 $ 1000.00 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 PETER A. CARTWRIGHT, JR. , 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 PETER A. CARTWRIGHT, JR. 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 MURRAY CHARLTON 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 MARGARET JENNINGS LIDDLE AND HUSBAND ALEX B. LIDDLE and PETER A. CARTWRIGHT, JR. , hereunto set our hands at -- , Tennessee, this the 10TH day of MAY , 19 44.

ALEX B. LIDDLE
MARGARET JENNINGS LIDDLE

PETER A. CARTWRIGHT, JR.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E. B. WALTON , a Notary Public in and for said County and State, the within named MARGARET JENNINGS LIDDLE, WIFE OF ALEX B. LIDDLE ONE OF the bargainor S , with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

~~And~~ XX , of the said having ~~appeared~~ XX before me privately and apart from husband , the said XX , acknowledged the execution of the said instrument to have been done by XX XX 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 20TH day of MAY 19 44.

My commission expires APRIL 8, 1945 (Seal) E. B. WALTON
Notary Public.

STATE OF ~~TENNESSEE, DAVIDSON~~ FLORIDA, HILLSBORROUGH COUNTY.

Personally appeared before me, -- , a Notary Public in and for said County and State, the within named ALEX B. LIDDLE, ONE OF the bargainor S , with whom I am personally acquainted, and who acknowledged that HE executed the within instrument for the purposes therein contained.

~~And~~ XX , of the said having ~~appeared~~ XX before me privately and apart from husband , the said XX , acknowledged the execution of the said instrument to have been done by XX XX 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~~ TAMPA, FLORIDA, this 13TH day of MAY 19 44.

My commission expires SEPT. 24, 1946 (Seal) O. M. LANGE
Notary Public.

RECEIVED AUGUST 14, 1944 AT 8:35 A.M. - - USRS $2.75 - DG

NUMBER 10416 RECORDED AUGUST 15, 1944

DWIGHT H. WOODS AND WIFE -TO- FRED LANCE

INSTALLMENT DEED

Book No. 1302

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND TWO HUNDRED AND NO/100 ($3,200.00) DOLLARS of ~~which~~ TWO HUNDRED AND NO.100 ($200.00) DOLLARS has been paid in cash by FRED LANCE , the receipt of which is hereby acknowledged, and for the remainder OF SAID THREE THOUSAND AND NO/100 DOLLARS the said FRED LANCE HAS EXECUTED AND AGREES TO PAY HIS PROMISSORY NOTE OF EVEN DATE HEREWITH, TO THE ORDER OF DWIGHT H. WOODS, IN THE TOTAL AMOUNT OF THREE THOUSAND AND NO/100 ($3,000.00) DOLLARS, PAYABLE IN EQUAL CONSECUTIVE MONTHLY INSTALLMENTS OF THIRTY AND NO/100 ($30.00) DOLLARS EACH, BEGINNING OCTOBER 1ST, 1943 AND EACH MONTH THEREAFTER UNTIL THE BALANCE DUE ON SAID NOTE IS LESS THAN ONE HUNDRED AND NO/100 ($100.00) DOLLARS AT WHICH TIME THE ENTIRE BALANCE SHALL BE PAID ON THE NEXT SUCCEEDING MONTHLY PAYMENT DATE, ALL SUCH MONTHLY PAYMENTS TO BE CREDITED FIRST TO INTEREST THEN DUE ON THE BALANCE AND THEN ON PRINCIPAL,

~~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 THE SAID DWIGHT H. WOODS AND WIFE, CLEMMIE EATON WOODS have this day bargained and sold, and do hereby transfer and convey, unto the said FRED LANCE, HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE SOUTHERLY 100 FEET OF LOTS NOS. 32 AND 33 ON THE MAP OF MONTAGUE PARK, A SUBDIVISION OF TRACTS NOS. 27 TO 32, INCLUSIVE IN THE PLAN OF MONTAGUE, AS OF RECORD IN BOOK 421, PAGE 141, R.O.D.C. TENNESSEE. SAID SOUTHERLY PARTS OF LOTS NOS. 32 AND 33 FRONTS 100 FEET ON THE WESTERLY SIDE OF FERN BANK DRIVE AND RUNS BACK BETWEEN PARALLEL LINES 200 FEET TO THE LINE OF LOT NO. 31 ON SAID PLAN.

BEING THE SAME PROPERTY CONVEYED TO DWIGHT H. WOODS AND HIS FORMER WIFE, BY INSTALLMENT DEED FROM J. LOUIS MCDANIEL AND WIFE, RECORDED IN BOOK 879, PAGE 108, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

THE PRIVILEGE IS GIVEN THE SAID FRED LANCE TO PAY OFF THE PURCHASE PRICE EITHER IN FULL OR IN LARGER AMOUNTS THAN HEREIN CALLED FOR, AT ANY TIME.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FRED LANCE, HIS heirs and assigns, forever, AND 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 heirs and representatives, to warrant and forever defend the title to said real estate to said FRED LANCE, HIS 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 ME in hand paid I , the said FRED LANCE do hereby transfer and convey unto HAROLD DURRETT , 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.