--- , the said ---- , 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.

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 B.O.BRILEY AND WIFE ANNIE HARVILLE BRILEY , 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 B.O.BRILEY AND WIFE ANNIE HARVILLE BRILEY 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 FERRISS C. BAILEY 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 S. RUST AND HUSBAND LITTELL RUST and B.O.BRILEY AND WIFE ANNIE HARVILLE BRILEY , hereunto set our hands at NASHVILLE , Tennessee, this the 6 day of AUGUST , 1940.

MARGARET S.RUST,
LITTELL RUST,
ANNIE HARVILLE BRILEY
B.O.BRILEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, G.PULLEN JACKSON , a Notary Public in and for said County and State, the within named MARGARET S. RUST AND HUSBAND LITTELL RUST, 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 6TH day of AUGUST 1940.

My commission expires 7-6-43

(Seal) G.PULLEN JACKSON
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, F.E. BOWERS, , a Notary Public in and for said County and State, the within named B.O.BRILEY AND WIFE ANNIE HARVILLE BRILEY 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 9TH day of AUGUST 1940.

My commission expires JANUARY 17,1944.

U.S.R.S $ 1.65

(Seal) F.E.BOWERS
Notary Public.

RECEIVED SEPTEMBER 25TH,1944. AT 12;21 P.M. FC.

ETHRIDGE, BASKERVILL & BOOKER, NASHVILLE

INSTALLMENT DEED

Book No. 1302 ($5,250.00)

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND TWO HUNDRED FIFTY & NO/100THS / DOLLARS of which ONE THOUSAND & NO/100THS ($1,000.00) DOLLARS has been paid in cash by FRANK N.BROWN AND WIFE, PEARL S.BROWN , the receipt of which is hereby acknowledged, and for the remainder FOUR THOUSAND TWO HUNDRED FIFTY & NO/100THS ($4,250.00) DOLLARS the said FRANK N.BROWN AND WIFE, PEARL S.BROWN

HAVE THIS DAY ASSUMED AND AGREE TO PAY AN UNPAID PRINCIPAL BALANCE OF TWO THOUSAND EIGHT HUNDRED FOURTEEN & 76/100THS ($2,814.76) DOLLARS, REPRESENTING THE BALANCE OF A NOTE DATED APRIL 1, 1943, FOR $3,000.00, PAYABLE $23.73 MONTHLY PRINCIPAL AND INTEREST, TOGETHER WITH TAXES AND INSURANCE, SECURED BY DEED OF TRUST TO E.A.COVINGTON, TRUSTEE, OF RECORD IN BOOK 1209, PAGE 130, R.O.D.C.,TENN., AND ASSIGNED TO THE LINCOLN NATIONAL LIFE INSURANCE COMPANY OM BOOK 1070, PAGE 529, R.O.D.C.TENN. FOR $1435.24 THE SAID FRANK N.BROWN AND PEARL S.BROWN HAVE THIS EXECUTED AND DELIVERED THEIR JOINT PROMISSORY NOTE, OF EVEN DATE HEREWITH, FOR $1435.24, PAYABLE TO THE ORDER OF LEO R.RUTTER AND RACHAEL R.RUTTER, WITH INTEREST ON THE UNPAID PRINCIPAL BALANCES FROM DATE HEREOF UNTIL MATURITY, AT THE RATE OF 5% PER ANNUM, SAID INTEREST AND PRINCIPAL PAYABLE AS FOLLOWS: ON OCTOBER 15, 1944 THE SUM OF $25.00 AND A LIKE SUM ON THE 15TH DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL PRINCIPAL AND INTEREST ARE FULLY PAID, EXCEPT THAT FINAL PAYMENT OF ALL UNPAID PRINCIPAL AND INTEREST SHALL BE DUE AND PAYABLE SEPT. 15, 1949, AND EACH INSTALLMENT SHALL BE APPLIED FIRST TO INTEREST ON THE THEN UNPAID PRINCIPAL AND ANY REMAINDER THEREOF TO PRINCIPAL.

all of said notes bearing six per cent interest from MATURITY 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, LEO R. RUTTER AND WIFE, RACHAEL R.RUTTER

have this day bargained and sold, and do hereby transfer and convey, unto the said

FRANK N.BROWN AND WIFE, PEARL S.BROWN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN THE 26TH WARD OF THE CITY OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 19 IN BLOCK "H" ON THE PLAN OF CHEROKEE PARK, SECOND SUBDIVISION, AS OF RECORD IN BOOK 547 PAGES 175 AND 176, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO.19 FRONTS 60 FEET ON THE SOUTHERLY SIDE OF CAMBRIDGE AVENUE AND RUNS BACK 100 FEET ON THE WESTERLY LINE AND 104.67 FEET ON THE EASTERLY LINE TO A DEAD LINE AND MEASURES 60.18 FEET THEREON.

BEING THE SAME PROPERTY CONVEYED TO LEO R.RUTTER AND WIFE, RACHAEL R. RUTTER BY DEED FROM E.F.JAKES AND WIFE, EFFIE M.JAKES OF RECORD IN BOOK NO.1258, PAGE 239, R.O.D.C., TENNESSEE.

THE ABOVE DESCRIBED PROPERTY IS CONVEYED UNTO THE SAID PURCHASERS SUBJECT TO THE RESTRICTIVE COVENANTS CONTAINED IN DEED FROM W.R.RANDOLPH TO E.F.JAKES OF RECORD IN BOOK 840 PAGE 698, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

I declare that I am the true and lawful owner of the property described in the within deed, and have (or at the delivery hereof had) the same in full [illegible]

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FRANK N.BROWN AND WIFE, PEARL S.BROWN -- 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 AS HEREINBEFORE SET OUT, AND TAXES FOR 1944, WHICH ARE ASSUMED BY PURCHASERS, SAME HAVING BEEN PRO-RATED. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said FRANK N.BROWN AND WIFE, PEARL S.BROWN, 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 FRANK N.BROWN AND WIFE, PEARL S.BROWN do hereby transfer and convey unto G.W.KILLEBREW,JR. , 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.