WE, , ~~the~~ said H.T. ELLIOTT AND WIFE MAUDIE C. ELLIOTT, , 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 $ 800.00 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.

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 H.T. ELLIOTT AND WIFE MAUDIE C. ELLIOTT, , 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 H.T. ELLIOTT AND WIFE MAUDIE C. ELLIOTT 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 E.C. ARMISTEAD, 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 MINNIE HACKNEY, ANNIE HACKNEY FRENSLEY, BERNICE HACKNEY, ELSIE HACKENY MAYO, VIVIAN HACKNEY AND SAMUEL HACKNEY AND H.T. ELLIOTT AND WIFE MAUDIE C.ELLIOTT, ~~and~~ , hereunto set our hands at NASHVILLE, Tennessee, this the 25 day of SEPTEMBER, 1944.

MINNIE HACKNEY
ANNIE HACKNEY FRENSLEY
BERNICE HACKNEY
SAMUEL HACKNEY
ELSIE HACKNEY MAYO
VIVIAN HACKNEY
H.T. ELLIOTT
MAUDIE C.ELLIOTT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MRS. T.L. AHEARN, a Notary Public in and for said County and State, the within named MINNIE HACKNEY, A WIDOW, ANNIE HACKNEY FRENSLEY, ELSIE HACKNEY MAYO, AND VIVIAN HACKNEY AND H.T. ELLIOTT AND WIFE MAUDIE C. ELLIOTT, 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 4TH day of OCTOBER ~~SEPTEMBER~~ 1944.

My commission expires APRIL 4, 1948

(Seal) MRS. T. L. AHEARN
Notary Public.

STATE OF ~~TENNESSEE~~ MINNESOTA, ~~DAVIDSON~~ RAMSEY COUNTY.

Personally appeared before me, A.A. FRITZ, a Notary Public in and for said County and State, the within named BERNICE HACKNEY the bargainor , with whom I am personally acquainted, and who acknowledged that HE 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,~~ ST. PAUL, MINN this 25 day of SEPT. 1944

My commission expires MAR. 26. 1947

(Seal) A.A.FRITZ
Notary Public.

U.S.R.S $ 1.65

RECEIVED OCTOBER 5TH, 1944. AT 3;55 P.M. FC

NUMBER 13525 RECORDED OCTOBER 7TH, 1944.

WILLIAM RIDLEY WILLS ET AL. -----TO----- WILLIAM J. WADE, ET UX.

INSTALLMENT DEED

Book No. 1302

FOR AND IN CONSIDERATION of the sum of NINE THOUSAND FIVE HUNDRED AND NO/100 ($9,500.00) DOLLARS of which ONE THOUSAND NINE HUNDREB ($1,900.00) DOLLARS has been paid in cash by WILLIAM J.WADE, , the receipt of which is hereby acknowledged, and for the remainder SEVEN THOUSAND SIX HUNDRED ($7,600.00) DOLLARS the said WILLIAM J. WADE, HAS EXECUTED AND DELIVERED ONE NOTE OF EVEN DATE WITH THIS INSTRUMENT, PAYABLE TO THE ORDER OF JESSE E.WILLS, GUARDIAN OF WILLIAM RIDLEY WILLS, OR HIS SUCCESSOR, BEARING INTEREST AT FOUR AND ONE-HALF PER CENT (4½%) PER ANNUM, PAYABEE MONTHLY, SAID NOTE BEING PAYABLE IN MONTHLY INSTALLMENTS OF $58.14 EACH, EACH INSTALLMENT BEING APPLICABLE FIRST TO INTEREST THEN ACCRUED, WITH THE BALANCE PAYABLE ON THE PRINCIPAL OF SAID NOTE. THE FIRST OF THESE MONTHLY PAYMENTS WILL BE DUE ONE MONTH AFTER THE DATE OF SAID NOTE, WITH A LIKE INSTALLMENT FALLING DUE EACH MONTH THEREAFTER UP THROUGH THE PAYMENT WHICH WILL FALL DUE FOURTEEN YEARS AND ELEVENMONTHS AFTER THE DATE OF SAID NOTE, WITH THE BALANCE DUE FIFTEEN YEARS AFTER THE DATE OF SAID NOTE.

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STATE OF TENNESSEE.
COUNTY OF DAVIDSON

PERSNALLY APPEARED BEFORE ME MARY C. TERRY A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE THE WITHIN NAMED JESSE E.WILLS GUARDIAN OF ~~WILLIAM~~ RIDLEY WILLS THE BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT HE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED AND IN THE CAPACITIES THEREIN STATED.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE. THIS 6TH DAY OF OCTOBER, 1944.

(SEAL) MARY C.TERRY,
NOTARY PUBLIC

MY COMMISSION EXPIRES APRIL 20, 1948

* *

~~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 WILLIAM RIDLEY WILLS, ACTING BY AND THROUGH HIS GUARDIAN JESSE E.WILLS AND JESSE E. WILLS GUARDIAN OF WILLIAN RIDLEY WILLS AND JESSE ELY WILLS, WIFE OF THE SAID WILLIAM RIDLEY WILLS, have this day bargained and sold, and do hereby transfer and convey, unto the said WILLIAM J.WADE AND WIFE TERECIA P. WADE, AS TENANTS BY THE ENTIRETIES THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO.1 AND THE NORTHERLY ONE-HALF OF LOT NO.2 ON THE PLAN OF BRANSFORD REALTY COMPANY'S ADDITION TO MYRTLEWOOD, BEING A PART OF BLOCK "K" WHITLAND REALTY COMPANY, AS OF RECORD IN BOOK 547, PAGE 117, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.1 AND THE NORTHERLY ONE-HALF OF LOT NO.2 FRONTS TOGETHER 97½ FEET ON THE EASTERLY SIDE OF CRAIGHEAD AVENUE AND RUN BACK BETWEEN PARALLEL LINES 180 FEET TO A DEAD LINE.

BEING THE SAME PROPERTY CONVEYED TO W.R. WILLS BY TWO DEEDS ONE FROM TOM W. POINTER ET UX, OF RECORD IN BOOK 821, PAGE 639, AND THE OTHER FROM WILLIAM DUNN TRABUE JR., ET UX, OF RECORD IN BOOK 881, PAGE 577, SAID REGISTER'S OFFICE.

THIS CONVEYANCE IS MADE AND THIS DEED IS EXECUTED UNDER AND BY VIRTUE OF A CERTAIN DECREE ENTERED ON OCTOBER 2, 1944, AN MINUTE BOOK 155, AT PAGE 196, OF PART I OF THE CHANCERY COURT OF DAVIDSON COUNTY, TENNESSEE, IN THE CASE OF JESSE E.WILLS, ET ALS, VS WILLIAM RIDLEY WILLS, RULE NO.61,285 TO WHICH DECREE REFERENCE IS MEREBY MADE.

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COPY OF RELEASE
BOOK NO. 2536 PAGE NO. 215
R.O.D.C., TENN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WILLIAM J.WADE AND WIFE TERECIA P.WADE, THEIR, heirs and assigns, forever, WILLIAM ~~RIDLEY~~ WILLS ACTING BY HIS GUARDIAN, JESSE E.WILLS covenant S that HE IS 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 STATED BELOW
WILLIAM RIDLEY WILLS, ACTING BY HIS GUARDIAN JESSE E.WILLS, further covenant and bind S HIMSEE HIS ---------------------- heirs and representatives, to warrant and forever defend the title to said real estate to said WILLIAM J.WADE AND WIFE TERECIA P. WADE 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 WILLIAM J.WADE AND WIFE TERECIA P.WADE, do hereby transfer and convey unto DOUGLAS HENRY, 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.