WE , the said RALPH A. KING AND WIFE, MAMIE H. KING , 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.

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 RALPH A. KING AND WIFE, MAMIE H. KING , 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, IF 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 RALPH A. KING AND WIFE, MAMIE H. KING, 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 WM.S. NOBLE 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 GEORGE W. CHANDLER, TRUSTEE

and RALPH A. KING AND WIFE, MAMIE H. KING , hereunto set our hands

at HERMITAGE , Tennessee, this the 12 day of OCTOBER , 19 44.

GEO. W. CHANDLER, TRUSTEE

RALPH A. KING

MAMIE H. KING

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, NEELY BROWN , a Notary Public in and for said County and State, the within named GEORGE W. CHANDLER, TRUSTEE AND RALPH A. KING AND WIFE, MAMIE H. KING the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X , of the said X having appeared before me privately and apart from husband , the said X , acknowledged the execution of the said instrument to have been done by X freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein X expressed.

Witness my hand and official seal at HERMITAGE, Tennessee, this 12 day of OCTOBER 19 44.

My commission expires 7/9/45

(Seal) NEELY BROWN
Notary Public.

U.S.R.S. $1.65

REC'D OCT 16, 1944 AT 11:07 A.M.

CM

NUMBER 14323 RECORDED OCTOBER 17, 1944.
HATTIE SMITH MITCHELL TO QUINNIE HEADY CHEATHAM.

INSTALLMENT DEED

Book No. 1304

FOR AND IN CONSIDERATION of the sum of - - FIVE THOUSAND & NO/100 - - - - ($5000.00) - DOLLARS of which - - - ONE THOUSAND & NO/100 - - - - - - - - DOLLARS has been paid in cash by QUINNIE HEADY CHEATHAM A WIDOW , the receipt of which is hereby acknowledged, and for the remainder - - - - FOUR THOUSAND & NO/100 - - - - - - - - - - - - - DOLLARS the said QUINNIE HEADY CHEATHAM, A WIDOW,

HAS THIS DAY EXECUTED HER TWO PROMISSORY LIEN NOTES, THE 1ST BEING IN THE AMOUNT OF $3500.00 DUE AND PAYABLE IN MONTHLY INSTALLMENTS OF $34.52 EACH, WHICH INCLUDES THE PAYMENT OF THE INTEREST AT THE RATE OF 5% PER ANNUM AND THE BALANCE TO BE APPLIED TO THE UNPAID BALANCES OF PRINCIPAL SUM, THE 1ST OF SAID INSTALLMENTS BEING DUE AND PAYABLE ON OR BEFORE NOVEMBER 15TH, 1944 AND ONE ON OR BEFORE THE SAME DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL THE ENTIRE PRINCIPAL SUM HAS BEEN PAID IN FULL. THE OTHER NOTE BEING IN THE AMOUNT OF $500.00 BEIN DUE AND PAYABLE ON OR BEFORE ONE YEAR WITH INTEREST AT THE RATE OF 5% PER ANNUM, PAYABLE SEMI-ANNUALLY, SAID NOTE TO BE SECONDARY TO NOTE #1.

BOTH all of said notes bearing ~~six~~ 5 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

I, HATTIE SMITH MITCHELL, AND HUSBAND WESLEY A.MITCHELL

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

QUINNIE HEADY CHEATHAM, A WIDOW, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTHERLY PART OF LOT #12 ON THE PLAT OF THE JAS.J.PRYOR HEIRS SUBDIVISION OF LOTS NOS. 19 AND 20 IN BROWNSVILLE, AS OF RECORD IN BOOK 843, PAGE 41, REGISTERS OFFICE FOR SAID COUNTY.

BEGINNING ON THE EASTERLY MARGIN OF CHAPEL AVENUE AT A POINT 151 FEET NORTH OF THE NORTHERLY MARGIN OF MCKINNIE AVENUE, THENCE WITH THE EASTERLY MARGIN OF CHAPEL AVENUE NORTHWARDLY 66 FEET 3 INCHES TO THE SOUTHERLY MARGIN OF AN ALLEY: THENCE WITH THE SOUTHERLY MARGIN OF SAID ALLEY EASTWARDLY 160 FEET TO THE CORNER OF LOTS NOS. 12 AND 13; THENCE WITH THE LINE BETWEEN SAID 2 LOTS SOUTHWARDLY 30 FEET; THENCE WESTWARDLY 133 FEET, MORE OR LESS, TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO HATTIE SMITH MITCHELL BY DEED FROM LEONARD E. STEPHENS AND WIFE, AS OF RECORD IN BOOK 1272, PAGE 699, SAID REGISTERS OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said QUINNIE HEADY CHEATHAM, HER 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 QUINNIE HEADY CHEATHAM -- 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 -- in hand paid I , the said QUINNIE HEADY CHEATHAM do hereby transfer and convey unto FRANK G. MADDUX , 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.

I certify that I am the true and lawful holder of the claim secured by the instrument recorded and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 27 day of June 1945

Attest: J. C. Cave DEPUTY REGISTER

Received June 27, 1945 at 8:50 A.M.