WE, the said ALBERT ROBERTS AND WIFE MAGGIE ROBERTS, do hereby agree to

keep all build ings 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 $ [illegible] 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 ALBERT ROBERTS AND WIFE MAGGIE ROBERTS, 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, OR 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 ALBERT ROBERTS AND WIFE MAGGIE ROBERTS, 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.W.ERIERSON 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 ALBERT ROBERTS AND WIFE MAGGIE ROBERTS, and LILLIAN WHITE, , hereunto set our hands at NASHVILLE, Tennessee, this the 23 day of OCTOBER, 1944.

ALBERT ROBERTS

MAGGIE ROBERTS

LILLIAN WHITE,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, INDIANA L.RIDLEY, a Notary Public in and for said County and State, the within named ALBERT ROBERTS AND WIFE MAGGIE ROBERTS AND LILLIAN WHITE, 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 24TH day of OCTOBER 1944.

My commission expires APRIL 20, 1948

U.S.R.S. $ 2.75

(Seal) INDIANA L.RIDLEY

Notary Public.

RECEIVED OCTOBER 25TH, 1944. AT 10;37 A.M.FC.

INSTALLMENT DEED

Book No. 1304

FOR AND IN CONSIDERATION of the sum of FOURTEEN HUNDRED & 00/100 ($1400.00) DOLLARS

of which THREE HUNDRED & 00/100 ($300.00) DOLLARS has been paid in cash by JAMES SAMUEL BOWERS AND WIFE MARTHA LEE BOWERS, the receipt of which is hereby acknowledged, and for the remainder ELEVEN HUNDRED & 00/100 ($1100.00) DOLLARS the said JAMES SAMUEL BOWERS AND WIFE MARTHA LEE BOWERS HAVE EXECUTED AND DELIVERED THEIR 8 PER CENT LIEN PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF BRANSFORD STONE, THE FIRST OF SAID NOTES BEING FOR THE SUM OF $15.50 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT FIVE CENTS LESS THAN THE PRECEDING NOTE, EXCEPT THE LAST ONE WHICH IS FOR THE SUM OF $502.50, AND THE FIRST OF SAID NOTES FALLING DUE NOVEMBER 23, 1944 AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE, AND NONE OF SAID NOTES BEARING INTEREST, EXCEPT AFTER MATURING, THE INTEREST BEING COMPUTED AND ADDED INTO THE FACE OF EACH NOTE,-

all of said notes bearing interest 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, BRANSFORD STONE, AN UNMARRIED MAN

have this day bargained and sold, and do hereby transfer and convey, unto the said JAMES SAMUEL BOWERS AND WIFE, MARTHA LEE BOWERS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE SOUTHWEST PART OF LOT NO.10 ON THE PLAN OF BROOKLYN, AS OF RECORD IN BOOK 19, PAGE 504, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, BEING THAT PART OF SAID LOT MARKED "COZZEN'S LOT" ON THE PLAN OF E.T. BROWN'S SUBDIVISION OF PART OF LOTS 9 AND 10 OF BROOKLYN, AS OF RECORD IN BOOK 332, PAGE 60, SAID REGISTER'S OFFICE, DESCRIBED ACCORDING TO MAP THEREOF MADE JULY 24, 1909 BY BOONE DENTON, SURVEYOR, AS FOLLOWS:

BEGINNING ON THE EASTERLY MARGIN OF THE WHITES CREEK PIKE AT THE SOUTHWEST CORNER OF SAID LOT; THENCE WITH THE EASTERLY MARGIN OF SAID PIKE NORTHERLY 130 FEET TO A CEDAR, THE CORNER OF LOT NO.40 ON SAID BROWN'S PLAN; THENCE WITH THE LINE OF SAID LOT NO.40 EASTERLY 111 FEET; THENCE SOUTHERLY WITH THE WESTERLY LINE OF SAID LOT NO.40, 128 FEET TO THE SOUTHERLY LINE OF SAID ORIGINAL LOT #10; THENCE WITH SAID LINE WESTERLY 111 FEET TO THE BEGINNING, BEING THE SAME PROPERTY CONVEYED TO BRANSFORD STONE BY DEED FROM ALLEN DOBSON AND WIFE, RECORDED IN BOOK 1290, PAGE 246, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES SAMUEL BOWERS AND WIFE MARTHA LEE BOWERS, 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 BY TAXES FOR THE YEAR 1944 WHICH BRANSFORD STONE AGREES TO PAY. I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said JAMES SAMUEL BOWERS AND WIFE, MARTHA LEE BOWERS, 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 JAMES SAMUEL BOWERS AND WIFE MARTHA LEE BOWERS do hereby transfer and convey unto ZEE CHILDRESS, 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.