WE, , the said MORRIS G. DOMER AND WIFE ETHEL ESTELLA DOMER, , 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 $ 1500.00 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 MORRIS G. DOMER AND WIFE ETHEL ESTELLA DOMER, 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 MORRIS G. DOMER AND WIFE ETHEL ESTELLA DOMER 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 A.N.GREENBERG, 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 MRS. HULDA GREENBERG, A WIDOW, and MORRIS G. DOMER AND WIFE ETHEL ESTELLA DOMER, hereunto set our hands at NASHVILLE, Tennessee, this the 27TH day of OCTOBER, 19 44.

MRS. HULDA GREENBERG,
MORRIS G. DOMER
ETHEL ESTELLA DOMER,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H.B.CLARK, a Notary Public in and for said County and State, the within named MRS. HULDA GREENBERG, A WIDOW AND MORRIS G. DOMER AND WIFE ETHEL ESTELLA DOMER, 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 27TH day of OCTOBER 19 44.

My commission expires OCT. 6TH, 1946.

U.S.R.S. $ 2.20

(Seal) H.B.CLARK,
Notary Public.

RECEIVED OCTOBER 27TH, 1944. AT 3:34 P.M. FC.

NUMBER 14806 RECORDED OCTOBER 28TH, 1944.

LOUISE HOLT TARKINGTON, ---------- TO ---------- ANNE HOLT COOK

INSTALLMENT DEED

Book No. 1305

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND ($3,000.00) AND NO/100 DOLLARS of which ONE ($1.00) AND NO/100 DOLLARS has been paid in cash by MRS. ANNE HOLT COOK, the receipt of which is hereby acknowledged, and for the remainder THE SAID MRS. ANNE HOLT COOK HAS EXECUTED HER ONE HUNDRED EIGHTY THREE PROMISSORY the said NOTES OF $25.00 EACH AND ONE PROMISSORY NOTE OF $18.94 OF EVEN DATE HEREWITH ON WHICH THE INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE, MAKING EACH NOTE FOR $25.00 WITH THE EXCEPTION OF THE LAST NOTE, WHICH IS FOR $18.94 THE FIRST NOTE FALLING DUE NOVEMBER 1, 1944, AND THE OTHERS MONTHLY THEREAFTER RESPECTIVELY AND PAYABLE TO THE ORDER OF LOUISE HOLT TARKINGTON,

MATURITY

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 I, LOUISE HOLT TARKINGTON have this day bargained and sold, and do hereby transfer and convey, unto the said ANNE HOLT COOK HER, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTHERLY 65 FEET FRONT OF LOT NO.106 ON THE MAP OF EASTDALE PLACE AS OF RECORD IN BOOK 547, PAGE 29, REGISTER'S OFFICE FOR SAID COUNTY.

SAID PART OF LOT NO.106 FRONTS 65 FEET ON THE EASTERLY SIDE OF EASTDALE AVENUE AND RUNS BACK 169.6 FEET ON THE NORTHERLY LINE AND 149 FEET, MORE OR LESS, ON THE SOUTHERLY LINE TO THE WESTERLY LINE OF LOT NO.105, AND MEASURES 91 FEET, ON SAID REAR LINE.

BEING THE SAME PROPERTY CONVEYED TO NANCIE EASTES GORDON BY DEED FROM J.MORGAN GORDON OF RECORD IN BOOK 882, PAGE 440, SAID REGISTER'S OFFICE.

BEING THE SAME PROPERTY CONVEYED TO LOUISE HOLT BY DEED FROM NANCIE EASTES GORDON OF RECORD IN BOOK 975, PAGE 89, SAID REGISTER'S OFFICE

THIS CONVEYANCE IS MADE TO THE SAID ANNE HOLT COOK SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN DEED FROM COMMERCE UNION BANK TRUSTEE, TO E.G. HERTENSTEIN AND WIFE OF RECORD IN BOOK 644, PAGE 416, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ANNE HOLT COOK HER heirs and assigns, forever, lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. I, covenant that I AM EXCEPT TAXES FOR THE YEAR 1944 WHICH ARE TO BE PRO RATED.

I, further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said ANNE HOLT COOK HER 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 ANNE HOLT COOK do hereby transfer and convey unto D.C. UNDERWOOD, 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.