WE, , the said PRIMUS COAKLEY AND WIFE ELIZABETH DRAKE COAKLEY , 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 $ 2500.00 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 PRIMUS COAKLEY AN WIFE ELIZABETH COAKLEY , 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 PRIMUS COAKLEY AND WIFE ELIZABETH DRAKE COAKLEY 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.S.KIRKPATRICK JR. 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 ROBERT G. ROBERTSON AND WIFE DORA ROBERTSON and PRIMUS COAKLEY AND WIFE ELIZABETH DRAKE COAKLEY , hereunto set our hands at NASHVILLE , Tennessee, this the 8TH day of MARCH 1945.

ROBT G. ROBERTSON
DORA ROBERTSON
PRIMUS COAKLEY
ELIZABETH DRAKE COAKLEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRED K.JONES , a Notary Public in and for said County and State, the within named ROBERT G. ROBERTSON AND WIFE DORA ROBERTSON AND PRIMUS COAKLEY AND WIFE ELIZABETH DRAKE COAKLEY 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 10 day of MARCH 1945.

My commission expires JAN. 4TH 1949

U.S.R.S. $2.20

RECEIVED APRIL 4TH,1945. AT 1;05 P.M. FC.

(Seal) FRED K.JONES
Notary Public.

INSTALLMENT DEED

Book No. 1323

FOR AND IN CONSIDERATION of the sum of ($3,000.00) THREE THOUSAND AND NO/100 DOLLARS of which ONE THOUSAND AND NO/100 DOLLARS has been paid in cash by TOM B. HOSTETTER AND WIFE, MARY ANN HOSTETTER , the receipt of which is hereby acknowledged, and for the remainder ($2,000.00) TWO THOUSAND AND NO/100 DOLLARS the said TOM B. HOSTETTLER AND WIFE, MARY ANN HOSTETTLER HAVE EXECUTED ONE PROMISSORY NOTE OF EVEN DATE HEREWITH, THE TERMS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE, WITH INTEREST FROM DATE AT THE RATE OF 6 PER CENT PER ANNUM ON THE UNPAID BALANCE UNTIL PAID. THE SAID PRINCIPAL AND INTEREST SHALL BE PAYABLE TO THE ORDER OF BEE WEIL CHRISTMAN AND PAYABLE AT THE OFFICE OF AMERICAN NATIONAL BANK IN NASHVILLE, TENNESSEE, OR AT SUCH OTHER PLACE AS THE HOLDER OF THE NOTE MAY DESIGNATE IN WRITING, IN MONTHLY INSTALLMENTS OF FORTY SIX AND 98/100 ($46.98) DOLLARS COMMENCING ON OR BEFORE THE FIRST DAY OF MAY, 1945, AND ON OR BEFORE THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL THE PRINCIPAL AND INTEREST ARE FULLY PAID EXCEPT THAT THE FINAL PAYMENT OF PRINCIPAL AND INTEREST, IF NOT SOONER PAID, SHALL BE DUE AND PAYABLE ON THE FIRST DAY OF APRIL, 1949.

INSTALLMENTS MATURITY INSTALLMENTS

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, BEE WEIL CHRISTMAN, SURVIVING WIDOW AND SOLE HEIR OF FRANK B. CHRISTMAN, have this day bargained and sold, and do hereby transfer and convey, unto the said TOM B. HOSTETTLER

HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE WESTERLY 22 FEET OF LOT NO. 6 AND THE EASTERLY PART OF LOT NO. 7 ON THE PLAN OF W. D. DORRIS' SUBDIVISION, AS OF RECORD IN BOOK 14, PAGE 427, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHERLY MARGIN OF GAY STREET AT JOHN T. LINDSLEY'S SOUTHWEST CORNER; THENCE WITH HIS WESTERLY LINE, NORTHERLY 117 FEET TO THE SOUTHERLY MARGIN OF AN ALLEY; THENCE WITH THE SOUTHERLY MARGIN OF SAID ALLEY, WESTERLY 36 FEET, MORE OR LESS, TO KATIE E. HUSSEY'S NORTHEAST CORNER; THENCE WITH HER EASTERLY LINE SOUTHERLY 117 FEET TO THE NORTHERLY MARGIN OF GAY STREET; THENCE WITH THE NORTHERLY MARGIN OF SAID STREET EASTERLY 36 FEET MORE OR LESS TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO FRANK B. CHRISTMAN BY DEED FROM GEORGE B. BRATTON AND WIFE, OF RECORD IN BOOK 1044, PAGE 480, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said TOM B. HOSTETTLER, HIS 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 TAXES FOR THE YEAR 1945 WHICH THE GRANTEE HEREIN ASSUMES AND AGREES TO PAY, THE SAME HAVING BEEN PRORATED AS OF DATE OF DEED. further covenant binding

MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said TOM B. HOSTETTLER HIS 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 BEE WEIL CHRISTMAN do hereby transfer and convey unto H. A. VANTREASE , 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, W. Walter Hurt, Register of the State and County aforesaid, certify that the foregoing instrument was received and duly registered for record on the 5th day of April, 1945 at 1:05 P.M. and is duly recorded in Book 1323 page 68 to which reference is hereby made. This 21st day of April, 1945.

W. Walter Hurt
Register

American National Bank
Nashville, Tennessee