WE, THE SAID ~~WE, OSCAR~~ RAMSEY AND WIFE RUTH W. RAMSEY, 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 $ ---------- 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 OSCAR RAMSEY AND WIFE RUTH W. RAMSEY, 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 OSCAR RAMSEY AND WIFE RUTH W. RAMSEY 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 WILLIAM O. LEE, 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 an account of settlement in relation to his trusteeship.~~

In Witness Whereof, We, the said W.P.SMITH ADMINISTRATOR C. T. A. OF MRS. G.R. RUSSELL, DECEASED, AND OSCAR RAMSEY AND WIFE RUTH W.RAMSEY and , hereunto set our hands at NASHVILLE, Tennessee, this the 10 day of NOVEMBER, 19 44.

W.P. SMITH,
ADMINISTRATOR C.T.A. OF MRS. G.R. RUSSELL DEC.

OSCAR RAMSEY
RUTH W. RAMSEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RACHAEL M.HILL, a Notary Public in and for said County and State, the within named W.P. SMITH, ADMINISTRATOR C.T.A. OF MRS. G.R. RUSSELL, DEC'D AND OSCAR RAMSEY AND WIFE RUTH W. RAMSEY 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 3 day of MARCH 19 45.

My commission expires 4-8-46

U.S.R.S.~~$55~~

(Seal) RACHAEL M.HILL
Notary Public.

RECEIVED APRIL 19TH, 1945. AT 11;48 A.M. FC.

STEGE MARSHALL & BRUCE NASHVILLE

INSTALLMENT DEED

Book No. 1323

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND, SIX HUNDRED ($1600.00) DOLLARS of which TWO HUNDRED ($200.00) DOLLARS has been paid in cash by MARY SUE HULAN, the receipt of which is hereby acknowledged, and for the remainder OF ONE THOUSAND, FOUR HUNDRED ($1,400.00) DOLLARS the said MARY SUE HULAN HAS EXECUTED HER ONE PROMISSORY NOTE OF EVEN DATE HEREWITH IN THE SUM OF ONE THOUSAND, FOUR HUNDRED ($1,400.00) DOLLARS, PAYABLE TO THE ORDER OF J. P. ELLIS, TRUSTEE, WITH 6% INTEREST FROM DATE, PAYABLE MONTHLY.

SAID PEINCIPAL AND INTEREST IS PAYABLE IN MONTHLY INSTALLMENTS OF TWENTY ONE ($21.00) DOLLARS EACH, UNTIL THE PRINCIPAL AND INTEREST IS PAID IN FULL, SAID MONTHLY PAYMENTS TO BE APPLIED, FIRST TO INTEREST AND THE REMAINDER TO PRINCIPAL; THE 1ST MONTHLY INSTALLMENT BEING DUE ON MAY 10TH, 1945, AND A LIKE PAYMENT OF $21.00 SHALL BE DUE AND PAYABLE ON THE 10TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL THE ENTIRE INDEBTEDNESS IS PAID IN FULL,

(*) THIS CONVEYANCE IS MADE SUBJECT TO ALL OF THE MINERAL RIGHTS IN DEED FROM GEORGE HULAN AND WIFE, TO W. B. GREENLAW, TRUSTEE, BY DEED OF RECORD IN BOOK 358, PAGE 46, SAID REGISTER'S OFFICE, ALSO SUBJECT TO RIGHT-OF-WAY GRANTED THE ELECTRIC POWER COMPANY BY G. W. HULAN, BY INSTRUMENT OF RECORD IN BOOK 751, PAGE 374, SAID REGISTER'S OFFICE.

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, J. P. ELLIS, TRUSTEE FOR J. PORTER ELLIS, JR. AND JIMMIE W. ELLIS.

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

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

FOR HER SOLE AND SEPARATE USE, FREE FROM THE DEBTS OR CONTRACTS OF HER PRESENT OR ANY FUTURE HUSBAND AND WITH FULL POWER TO MORTGAGE, SELL, TRANSFER AND CONVEY AS THOUGHX SHE WERE A FEME SOLE, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING PART OF LOT NO. 3 ON THE PLAN OF THE DIVISION OF THE LANDS OF WILLIAM GOWER, DECEASED, AS OF RECORD IN BOOK "H", PAGE 487, COUNTY COURT FOR DAVIDSON COUNTY, TENNESSEE, ALSO BEING LOT NO. 6 IN THE DIVISION OF THE G. W. HULAN ESTATE, DESCRIVED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE ORIGINAL TRACT, AND RUNNING THENCE SOUTH 86° EAST, WITH HAILEY'S AND E. R. HULAN'S LINE, 150 POLES TO AN IRON PIN; THENCE SOUTH 2° WEST 15 POLES TO AN IRON PIN; THENCE NORTH 88° WEST, WITH THE LINE OF THE TRACT ALLOTTED TO W. J. STEPHENS AND A. B. HULAN, 150 POLES TO AN IRON PIN; AND THENCE NORTH 2° EAST 15 POLES TO AN IRON PIN, THE BEGINNING, CONTAINING 14-3/4 ACRES, MORE OR LESS, AND BEING THE SAME PROPERTY CONVEYED TO J. P. ELLIS, TRUSTEE FOR J. PORTER ELLIS, JR. AND JIMMIE W. ELLIS, BY DEED OF J. N. ELLIS, SUBSTITUTE TRUSTEE, OF RECORD IN BOOK , PAGE , REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THIS CONVEYANCE IS MADE WITH THE RIGHT OF INGRESS AND EGRESS OVER THE ROADWAY FROM THE WITHIN DESCRIBED PROPERTY TO THE CHARLOTTE HIGHWAY. (SEE *)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MARY SUE HULAN, HER 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 1945, WHICH PURCHASER ASSUMES

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said MARY SUE HULAN 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 MARY SUE HULAN do hereby transfer and convey unto J. N. ELLIS, I declare that I am the true and lawful holder of the claim secured by the instrument [illegible] and hereby acknowledged, the following described real estate, to-wit: the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, to secure the same in the [illegible]

[illegible] COUNTY REGISTER