WE , the said EDGAR W.KEITH,JR, AND WIFE, ETHEL MARIE KEITH , 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. AND $1000. TORNADO INSURANCE 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 EDGAR W.KEITH,JR,AND WIFE, ETHEL MARIE KEITH , 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 them when past due and unpaid, all remaining INSTALLMENTS 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 some newspaper published in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the south door of the Courthouse of 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 fail 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 well as a 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 EDGAR W.KEITH,JR, AND WIFE, ETHEL MARIE KEITH 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 trust may be required, the lawful owner and holder of said lien notes, or if more than one, then the majority in amount of them, shall be and are 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 CHAS.F.LOCKELL 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 FLORENCE GREEN, ALBERT GREEN,JR., PERCY GREEN AND HERMAN GREEN and EDGAR W.KEITH,JR, AND WIFE, ETHEL MARIE KEITH , hereunto set our hands at NASHVILLE , Tennessee, this the 16TH day of APRIL , 1945

HERMAN GREEN
BY FLORENCE GREEN,ATTY-IN-FACT — FLORENCE GREEN

PERCY H.GREEN
BY FLORENCE GREEN,ATTY-IN-FACT — EDGAR W.KEITH,JR.

ALBERT W.GREEN,JR.
BY FLORENCE GREEN,ATTY-IN-FACT — ETHEL MARIE KEITH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ALMA HILL , a Notary Public in and for said County and State, the within named FLORENCE GREEN, UNMARRIED ONE OF the bargainor S , with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

And X , of the said X having appeared before me privately and apart from X husband , the said X , 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 17TH day of APRIL ,1945

My commission expires OCT 9 - 1945

(Seal) ALMA HILL,
Notary Public.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

ON THIS 17TH DAY OF APRIL, 1945, BEFORE ME, ALMA HILL, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE AFORESAID, PERSONALLY APPEARED FLORENCE GREEN, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT IN BEHALF OF ALBERT GREEN,JR., PERCY GREEN AND HERMAN GREEN, AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME AS THE FREE ACT AND DEED OF THE SAID ALBERT GREEN,JR., PERCY GREEN AND HERMAN GREEN.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE ON THIS THE DAY AND DATE AFORESAID.

(SEAL) ALMA HILL
NOTARY PUBLIC

MY COMMISSIONE EXPIRES:
OCT.9 - 1945

U.S.R.S. $2.20.
RECD APRIL 19, 1945 AT 12:38 P M

ETHEL MARSHALL & BENOIT NASHVILLE

INSTALLMENT DEED

Book No. 1323

FOR AND IN CONSIDERATION of the sum of --- $5,300.00 -- FIVE THOUSAND THREE HUNDRED AND NO/100 -- / DOLLARS of which ONE THOUSAND TWO HUNDRED FIFTY-NINE AND 92/100 --------- DOLLARS has been paid in cash by RUPERT EARL TIMMONS AND SISTER,ANNIE LAURA TIMMONS the receipt of which is hereby acknowledged, and for the remainder -- $4,040.08 FOUR THOUSAND FORTY AND 08/100 ---------- DOLLARS the said RUPERT EARL TIMMONS AND SISTER, ANNIE LAURA TIMMONS

HAVE EXECUTED THEIR TWO PROMISSORY NOTES, OF EVEN DATE HEREWITH, ONE NOTE IN THE SUM OF $3,775.08, WITH INTEREST AT 6% PER ANNUM, PAYABLE $40.00 PER MONTH, TO BE APPLIED FIRST TO PAYMENT OF INTEREST, AND THE BALANCE TO BE APPLIED TO THE PAYMENT OF PRINCIPAL, OR ON THE UNPAID BALANCE THEREOF, UNTIL THE ENTIRE AMOUNT HAS BEEN PAID IN FULL. ONE NOTE IN THE SUM OF $265.00, WITH INTEREST AT 6% PER ANNUM, PAYABLE $20.00 PER MONTH, TO BE APPLIED FIRST TO PAYMENT OF INTEREST, AND THE BALANCE TO BE APPLIED TO THE PAYMENT OF PRINCIPAL, OR THE UNPAID BALANCE THEREOF, UNTIL THE ENTIRE AMOUNT IS PAID IN FULL.

SAID NOTES ARE PAYABLE TO FRANK SWINT AND WIFE, PAULINE GADDY SWINT.

[illegible] do hereby acknowledge the satisfaction thereof and discharge the same in full. This 6 day of March 1951.
FIRST FEDERAL SAVINGS & LOAN ASS'N OF NASHVILLE
E. B. Nikonk
DEPUTY REGISTER

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

WE, FRANK SWINT AND WIFE, PAULINE GADDY SWINT

have this day bargained and sold, and do hereby transfer and convey, unto the said RUPERT EARL TIMMONS AND SISTER, ANNIE LAURA TIMMONS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows

BEING LOTS NOS. 154 AND 155 ON THE MAP OF MOREEN PLACE, AS OF RECORD IN BOOK 336, PAGE 138, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOTS NOS. 154 AND 155 FRONT TOGETHER 55 FEET ON THE EASTERLY SIDE SIDE OF ALLEN STREET, AND RUN BACK BETWEEN PARALLEL LINES 128 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO FRANK SWINT AND WIFE, PAULINE GADDY SWINT, BY DEED FROM PAUL D.CHERRY AND WIFE, OF RECORD IN BOOK 767, PAGE 345, SAID REGISTERS OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said RUPERT EARL TIMMONS AND SISTER, ANNIE LAURA TIMMONS, THEIR 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 RUPERT EARL TIMMONS AND SISTER, ANNIE LAURA TIMMONS, 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 RUPERT EARL TIMMONS AND SISTER, ANNIE LAURA TIMMONS do hereby transfer and convey unto D.E.MALLERNEE, JR. , 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.