WE., the said HARRY C.WOLERY AND WIFE HELEN N.WOLERY, 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 $ 7000.00 FIRE AND TORNADO 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 HARRY C. WOLERY AND WIFE HELEN N.WOLERY, 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 HARRY C. WOLERY AND WIFE HELEN N.WOLERY 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 C.B.CRIDDLE, 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 CLAUDE EDWARD PEARSON AND WIFE KAREN WOODRING PEARSON and HARRY C. WOLERY AND WIFE HELEN N. WOLERY, hereunto set our hands at NASHVILLE, Tennessee, this the 24TH day of APRIL, 19 45.

CLAUDE EDWARD PEARSON
KAREN WOODRING PEARSON
HARRY C. WOLERY
HELEN N.WOLERY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARVIN K.BARRY, a Notary Public in and for said County and State, the within named CLAUDE EDWARD PEARSON AND WIFE KAREN WOODRING PEARSON AND HARRY C. WOLERY AND WIFE HELEN N. WOLERY 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 APRIL 19 45.

My commission expires JAN.7,1946.

U.S.R.S$9.35

(Seal) MARVIN K.BARRY
Notary Public.

RECEIVED APRIL 25TH,1945 AT 10;52 A.M.FC

NUMBER 24967 RECORDED APRIL 27, 1945

ANNA T. HILL AND HUSBAND G. W. HILL -TO- NELL E. SCOTT

INSTALLMENT DEED

Book No. 1323

FOR AND IN CONSIDERATION of the sum of SIX THOUSAND EIGHT HUNDRED FIFTY ($6,850.00) AND NO/100 DOLLARS of which THREE THOUSAND SEVENTY ($3,070.00) AND NO/100 DOLLARS has been paid in cash by NELL E. SCOTT, the receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND, SEVEN HUNDRED EIGHTY ($3,780.00) AND NO/100 DOLLARS the said NELL E. SCOTT HAS EXECUTED AND DELIVERED HER LIEN PROMISSORY NOTE FOR THE SUM OF $3,780.00, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF ANNA T. HILL. SAID NOTE IS PAYABLE IN 126 MONTHLY INSTALLMENTS IN PRINCIPAL PAYMENTS OF THIRTY ($30.00) DOLLARS EACH. THE FIRST PAYMENT WILL BE FOR THE SUM OF $48.90, AND EACH PAYMENT RESPECTIVELY THEREAFTER WILL BE FOR AN AMOUNT 15 CENTS LESS THAN THE PRECEDING PAYMENT. INTEREST AT THE RATE OF 6% PER ANNUM IS COMPUTED ON THE WHOLE AMOUNT OUTSTANDING EACH MONTH AND ADDED TO THE PRINCIPAL PAYMENTS. THE FIRST PAYMENT WILL BE DUE ON THE ---DAY OF MAY, 1945, AND EACH PAYMENT THEREAFTER WILL BE DUE ON THE 25 DAY OF EACH MONTH RESPECTIVELY THEREAFTER UNTIL ALL ARE PAID.

PRIVILEGE IS RESERVED OF PAYING ANY NUMBER OF SAID MONTHLY PAYMENTS OR SAID NOTE MAY BE PAID IN FULL ON ANY PAYING DATE.

*SAME AS IF SHE WERE A FEME SOLE,

SAID NOTE
all of said notes bearing ~~xxx per xxx~~ 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, ANNA T. HILL AND HUSBAND G. W. HILL

have this day bargained and sold, and do hereby transfer and convey, unto the said NELL E. SCOTT FOR HER SOLE AND SEPARATE USE AND ESTATE, FREE FROM THE DEBTS AND LIABILITIES OF HER PRESENT OR ANY FUTURE HUSBAND, WITH FULL POWER TO SELL, CONVEY, TRADE FOR OR MORTGAGE WITHOUT THE JOINDER OF ANY ONE * HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE WESTERLY 65 FEET OF LOTS NOS. 43 AND 44 ON THE MAP OF BELMONT TERRACE, AS OF RECORD IN BOOK 421, PAGE 101, REGISTER'S OFFICE FOR SAID COUNTY.

SAID PARTS OF LOTS NOS. 43 AND 44 FRONTS 65 FEET ON THE SOUTHERLY SIDE OF PRIMROSE AVENUE AND RUNS BACK 132.4 FEET ON THE WESTERLY LINE, AND 130 FEET, MORE OR LESS, ON THE SOUTHERLY LINE TO THE NORTHERLY MARGIN OF ANOTHER PART OF PRIMROSE AVENUE, AND MEASURES 65 FEET ON SAID REAR LINE.

BEING THE SAME PROPERTY CONVEYED TO MRS. ANNA T. HILL BY DEED FROM MRS. SARAH ELLISON HARRIS, ET AL, OF RECORD IN BOOK 1288, PAGE 136, SAID REGISTER'S OFFICE.

THE TAXES FOR THE YEAR 1945 HAVING BEEN PRORATED AS OF EVEN DATE HEREWITH AND SETTLEMENT MADE THEREON, THE GRANTEE HEREIN AGREES TO ASSUME AND PAY SAID TAXES.

** LIABILITIES OF HER PRESENT OR ANY FUTURE HUSBAND, WITH FULL POWER TO SELL, CONVEY, TRANSFER, OR MORTGAGE WITHOUT THE JOINDER OF ANY BENEFICIARY, THE SAME AS IF SHE WERE A FEME SOLE,

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded and I do hereby acknowledge satisfaction thereof and discharge of the lien to secure the same this 25 day of Sept 1947.

Attest: J. P. Wilson DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said NELL E. SCOTT, FOR HER SOLE AND SEPARATE USE AND ESTATE, FREE THE DEBTS AND(SEE **) HER 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 NELL E. SCOTT 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 NELL E. SCOTT do hereby transfer and convey unto ERNEST W. DENZ, 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.