WE , the said JOSEPH T. BUCHANAN AND WIFE FRANCES BUCHANAN , 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 JOSEPH T. BUCHANAN AND WIFE FRANCES BUCHANAN , 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 JOSEPH T. BUCHANAN AND WIFE, FRANCES BUCHANAN, 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 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 W. RAYMOND TENNEY 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 JOSEPH T. BUCHANAN AND WIFE FRANCES BUCHANAN

and HOMELAND, INC., BY ITS DULY AUTHORIZED OFFICERS, HAVE , hereunto set our hands

at NASHVILLE , Tennessee, this the 2ND day of MAY , 1945

THIS CORPORATION HAS NO SEAL.

HOMELAND, INC.
BY: W. L. BAILEY, PRESIDENT

ATTEST: W. H. PARRISH, JR.
SECRETARY

JOSEPH T. BUCHANAN
FRANCES BUCHANAN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LELA RICHARDSON , a Notary Public in and for said County and State, the within named JOSEPH T. BUCHANAN AND WIFE, FRANCES BUCHANAN

the bargainors , 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 9TH day of MAY 19 45

My commission expires APRIL 4, 1948

(Seal) LELA RICHARDSON
Notary Public.

RECEIVED MAY 15, 1945 AT 9:13 A.M. - USRS $.55 - DG

INSTALLMENT DEED

Book No. 1323

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND FIVE HUNDRED ($1,500.00) AND NO/100 DOLLARS of which THREE HUNDRED ($300.00) AND NO/100 DOLLARS has been paid in cash by HOWARD B. THOMAS AND WIFE, BESSIE COUNCIL THOMAS , the receipt of which is hereby acknowledged, and for the remainder ONE THOUSAND TWO HUNDRED ($1,200.00) AND NO/100 DOLLARS the said HOWARD B. THOMAS AND WIFE, BESSIE COUNCIL THOMAS HAVE EXECUTED THEIR ONE JOINT PROMISSORY NOTE, OF EVEN DATE HEREWITH, FOR $1,200.00, BEARING INTEREST AT THE RATE OF 6% PER ANNUM, SAID PRINCIPAL AND INTEREST BEING PAYABLE IN 96 MONTHLY INSTALLMENTS OF $15.78 EACH, COMMENCING JUNE 9, 1945, AND SAID NOTE IS PAYABLE TO THE ORDER OF NASHVILLE TRUST COM PANY, TRUSTEE,

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 NASHVILLE TRUST COMPANY, TRUSTEE, UNDER THE WILL OF R.B.MITCHUM, DECEASED, OF RECORD IN WILL BOOK 54, PAGE 45, COUNTY COURT FOR DAVIDSON COUNTY, TENNESSEE, PURSUANT TO THE POWER AND AUTHORITY VESTED IN IT BY SAID WILL, has this day bargained and sold, and do hereby transfer and convey, unto the said HOWARD B. THOMAS AND WIFE, BESSIE COUNCIL THOMAS,

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

BEING LOT NO. 226 ON THE REVISED AND CORRECTED PLAN OF THOMPSON AND RING'S SUBDIVISION OF EDENWOLL PARK, AS OF RECORD IN BOOK 332, PAGE 29, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 226 FRONTS 50 FEET ON THE EASTERLY SIDE OF MOORE AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

TAXES FOR 1945, PRORATED.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 10 day of June 1953
NASHVILLE TRUST CO.
Attest: DEPUTY REGISTER
By: ASST. SECTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HOWARD B. THOMAS AND WIFE BESSIE COUNCIL THOMAS, THEIR heirs and assigns, forever. NASHVILLE TRUST COMPANY, TRUSTEE covenant that IT IS lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

NASHVILLE TRUST COMPANY, TRUSTEE further covenant and bind ITSELF, ITS SUCCESSORS heirs and representatives, to warrant and forever defend the title to said real estate to said HOWARD B. THOMAS AND WIFE, BESSIE COUNCIL THOMAS, THEIR heirs and assigns, against the lawful claims of all persons, BUT NASHVILLE TRUST CO. CONVEYED, COVENANTS AND WARRANTS AS TRUSTEE ONLY AND NO FURTHER OR OTHERWISE.

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 HOWARD B. THOMAS AND WIFE, BESSIE COUNCIL THOMAS do hereby transfer and convey unto ALBERT H. THOMAS , 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.