WE , the said O.A.CARTER AND WIFE, ROSIEN COLAGROSS CARTER - - , 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 $ 3500.00 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 C.A.CARTER AND WIFE, ROSIEN COLAGROSS CARTER - - - - - , 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 C.A.CARTER AND WIFE, ROSIEN COLAGROSS CARTER, 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 CARL T.HINRICHS 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 ARIEL E.ELAM AND WIFE, LOUIE MAI HAGER ELAM and C.A.CARTER AND WIFE, ROSIEN COLAGROSS CARTER - - - , hereunto set our hands at NASHVILLE , Tennessee, this the 14TH day of MAY , 1945.

ARIEL E.ELAM
ARIEL E.ELAM
LOUIE MAE HAGER ELAM
LOUIE MAI HAGER ELAM
C.A.CARTER
C.A.CARTER
ROSIEN COLAGROSS CARTER
ROSIEN COLAGROSS CARTER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, VIRGINIA BROWN , a Notary Public in and for said County and State, the within named ARIEL E.ELAM AND WIFE, LOUIE MAI HAGER ELAM AND C.A.CARTER AND WIFE, ROSIEN COLAGROSS CARTER - - - - - - the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X , of the said X having appeared before me privately and apart from 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. X

Witness my hand and official seal at Nashville, Tennessee, this 14TH day of MAY , 1945.

My commission expires JULY 24, 1948.

(Seal) VIRGINIA BROWN,
Notary Public.

U.S.R.S. $4.40.

RECD MAY 15, 1945 AT 12:21 P M

INSTALLMENT DEED

Book No. 1323

FOR AND IN CONSIDERATION of the sum of FIFTEEN HUNDRED AND NO/100 - - - - ($1,500.00) - - DOLLARS of which FOUR HUNDRED AND NO/100 - - - - - - - - - - - - - - - DOLLARS has been paid in cash by PART OF GORDON W.MITCHELL AND WIFE, PAULINE S.MITCHELL , the receipt of which is hereby acknowledged, and for the remainder OF SEVEN HUNDRED AND NO/100 - DOLLARS the said GORDON W.MITCHELL AND WIFE, PAULINE S.MITCHELL

HAVE EXECUTED THEIR ONE NOTE IN THE AMOUNT OF $750.00, WITH INTEREST AT THE RATE OF 6% PER ANNUM, COMPUTED MONTHLY ON THE UNPAID BALANCE, SAID PRINCIPAL AND INTEREST PAYABLE AT THE RATE OF $14.50 MONTHLY FROM DATE, TO BE APPLIED FIRST TO INTEREST ON THE UNPAID BALANCE AND THE REMAINDER TO PRINCIPAL UNTIL SAID DEBT IS PAID IN FULL. SAID NOTE IS SECURED BY A DEED OF TRUST OF EVEN DATE DULY RECORDED IN THE REGISTERS OFFICE OF DAVIDSON COUNTY, TENN., IN BOOK ____, PAGE ____, MADE BY GORDON W.MITCHELL AND WIFE, PAULINE S.MITCHELL TO LOUIS LEFTWICH,JR. TRUSTEE. THIS NOTE AND DEED OF TRUST REPRESENTS A FIRST AND PRIOR LIEN ON THE HEREINAFTER DESCRIBED PROPERTY. FOR THE REMAINDER OF THE CONSIDERATION OF FOUR HUNDRED AND NO/100 DOLLARS ($400.00), GORDON W.MITCHELL AND WIFE, PAULINE S.MITCHELL HAVE EXECUTED SIMULTANEOUSLY WITH THE ABOVE DESCRIBED NOTE AND DEED OF TRUST, A SECOND NOTE, PAYABLE TO HERBERT ~~E.BERNAL~~ FOR $400.00, PAYABLE $10.00 PER MONTH, WITH INTEREST AT 6% PER ANNUM, COMPUTED MONTHLY ON THE UNPAID BALANCE, SAID INTEREST IS INCLUDED IN THE $10.00 MONTHLY PAYMENT, TO BE APPLIED FIRST TO INTEREST ON THE UNPAID BALANCE, AND THE REMAINDER TO PRINCIPAL UNTIL SAID DEBT IS PAID IN FULL. SAID NOTE IS PAYABLE ON THE 10TH DAY OF MAY, 1945, AND MONTHLY THEREAFTER ON THE 10TH DAY OF EACH MONTH UNTIL PAID IN FULL. IT IS UNDERSTOOD AND AGREED THAT THIS LIEN OF $400.00 IS SECOND AND INFERIOR TO THE FIRST LIEN OF $750.00 TO THE FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION, AS SET OUT ABOVE, OF RECORD IN BOOK ___, PAGE ____, R.O.D.C.,TENN.

SAID NOTES PROVIDE ~~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, THE UNDERSIGNED, HERBERT E.BERNAL AND WIFE, ANNA MAE REDDING BERNAL have this day bargained and sold, and do hereby transfer and convey, unto the said GORDON W. MITCHELL AND WIFE, PAULINE S. MITCHELL, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 84 ON THE MAP OF GRANDVIEW HEIGHTS, AS OF RECORD IN BOOK 181, PAGES 14 AND 15, R.O.D.C.TENNESSEE.

SAID LOT NO.84 FRONTS 50 FEET ON THE EASTERLY SIDE OF EUGENIA AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO HERBERT E.BERNAL BY DEED FROM JOSEPH JOHNSTON MARTIN, JR., AND WIFE, OF RECORD IN BOOK 1309, PAGE 597, SAID REGISTERS OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GORDON W.MITCHELL AND WIFE, PAULINE S.MITCHELL, THEIR heirs and assigns, forever, WE covenant that WE 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 GORDON W. MITCHELL AND WIFE, PAULINE S.MITCHELL 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 GORDON W.MITCHELL AND WIFE, PAULINE S. MITCHELL, do hereby transfer and convey unto R.WALKER SMITH , 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.