WE , the said JAMES B. LOVE AND WIFE, LILLIE LOVE , 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 $ 1,600.00 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 JAMES B. LOVE AND WIFE, LILLIE LOVE , 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 JAMES B. LOVE AND WIFE, LILLIE LOVE 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 GWOSDORF 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 PHILLPP KLOTT AND WIFE, RAY KLOTT

and JAMES B. LOVE AND WIFE LILLIE LOVE , hereunto set our hands

at NASHVILLE , Tennessee, this the 5 day of JUNE , 1945.

PHILLIP KLOTT
RAY KLOTT
JAMES B. LOVE
LILLIE LOVE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, C.E. SELLEY , a Notary Public in and for said County and State, the within named PHILLIP KLOTT AND WIFE, RAY KLOTT AND JAMES B. LOVE AND WIFE, LILLIE LOVE 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.

Witness my hand and official seal at Nashville, Tennessee, this 5 day of JUNE 1945.

My commission expires APRIL 5 1949

(Seal) C.E. SELLEY
Notary Public.

U.S.R.S.$2.20
REC'D JUNE 6, 1945 AT 8:12 A.M.
CM

INSTALLMENT DEED

Book No. 1324

FOR AND IN CONSIDERATION of the sum of ($7000.00) SEVEN THOUSAND AND NO/100 DOLLARS of which ONE THOUSAND ($1000.00) DOLLARS has been paid in cash by MAX WESTFIELD AND WIFE, ROSEL WESTFIELD , the receipt of which is hereby acknowledged, and for the remainder ($6000.00) SIX THOUSAND AND NO/100 DOLLARS the said MAX WESTFIELD AND WIFE ROSEL WESTFIELD ASSUME AND AGREE TO PAY A MORTGAGE NOTE OF THIRTY FIVE HUNDRED ($3500.00) DOLLARS, DUE JULY 5, 1945, WHICH NOTE IS SECURED BY A DEED OF TRUST AS OF RECORD IN BOOK 1299, PAGE 217, R.O.D.C., TENNESSEE, TOGETHER WITH INTEREST ON SAID NOTE AT RATE OF FIVE (5%) PERCENT PER ANNUM, FROM MAY 15, 1945 TO MATURITY, AND HAVE EXECUTED FIVE PROMISSORY NOTES OF EVEN DATE HEREWITH, EACH IN THE SUM OF FIVE HUNDRED ($500.00) DOLLARS, PAYABLE TO THE ORDER OF MARIE L. WESTFIELD, TO FALL DUE ON OR BEFORE SIX, TWELVE, EIGHTEEN, TWENTY-FOUR, THIRTY MONTHS AFTER DATE.

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 6 day of May 1947.

Attest: J. P. Wilson
DEPUTY REGISTER

FIVE PAYABLE SEMI-ANNUALLY 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, MARIE L. WESTFIELD AND HUSBAND ROBERT WESTFIELD

have this day bargained and sold, and do hereby transfer and convey, unto the said MAX WESTFIELD AND WIFE ROSEL WESTFIELD,

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

THE EASTERLY 50 FEET OF THE WESTERLY 55 FEET OF LOT NO. 66 IN BLOCK NO. 3, RICHLAND REALTY COMPANY'S FIRST SUBDIVISION, DIVISION "A", A PLAN OF WHICH IS OF RECORD IN BOOK 161, PAGE 151, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, SHOWING THE SAME DIVIDED INTO BLOCKS BUT NOT SHOWING THE SUBDIVISION OF THE BLOCKS INTO SMALL LOTS.

ACCORDING TO A PRINTED COPY OF AN UNREGISTERED PLAN SUBDIVIDING SAID BLOCKS INTO SMALL LOTS, SAID PART OF LOT NO. 66 IS DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHERLY MARGIN OF RICHLAND AVENUE 5 FEET EASTERLY FROM THE CORNER OF LOTS NOS. 64 AND 66 ON SAID PLAN; THENCE SOUTHERLY PARALLEL WITH AND 5 FEET EASTERLY FROM THE LINE BETWEEN SAID 2 LOTS 192 FEET, MORE OR LESS, TO THE NORTHERLY MARGIN OF A 12-FOOT ALLEY; THENCE EASTERLY WITH SAID ALLEY 50 FEET; THENCE NORTHERLY PARALLEL WITH THE FIRST LINE 191½ FEET, MORE OR LESS, TO THE SOUTHERLY MARGIN OF SAID AVENUE; THENCE WITH THE SOUTHERLY MARGIN OF SAID AVENUE WESTERLY 50 FEET TO THE BEGINNING.

AND BEING THE SAME PROPERTY CONVEYED TO MARIE L. WESTFIELD BY DEED FROM M. L. MARTIN BY DEED AS OF RECORD IN BOOK 1126, PAGE 665, R.O.D.C., TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MAX WESTFIELD AND WIFE, ROSEL WESTFIELD 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. WITH THE EXCEPTION OF TAXES FOR YEAR 1945 WHICH HAVE BEEN ADJUSTED BETWEEN VENDORS AND VENDEES FROM DATE OF THIS INSTRUMENT, AND VENDEES HEREBY ASSUME AND AGREE TO PAY WE AND PAYABLE OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said MAX WESTFIELD AND WIFE, ROSEL WESTFIELD, 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 MAX WESTFIELD AND WIFE ROSEL WESTFIELD

do hereby transfer and convey unto DORRIS S. LOVENTHAL , 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.