I, , the said LENA J.ANDERSON , 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 $ 2300.00 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.

I 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 I 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 I , the said LENA J.ANDERSON , 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 I 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, I 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.

I 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. I 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 LENA J.ANDERSON 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 LIPSCOMB DAVIS, Trustee, shall be vested in said successor.

~~No purchaser under this trust conveyance is required to see to the application of the purchase money, nor shall he be required to do any account of action in relation to his trusteeship.~~

In Witness Whereof, We, the said ADDIE CRUTCHER SHULL

and LENA J.ANDERSON , hereunto set our hands

at NASHVILLE , Tennessee, this the 21ST day of JUNE , 19 45.

ADDIE CRUTCHER SHULL
LENA J.ANDERSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MRS. T. L. AHEARN , a Notary Public in and for said County and State, the within named ADDIE CRUTCHER SHULL AND WIDOW, AND LENA J.ANDERSON

the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

~~XXXXXX~~ XXXXXXXXXXXXXX , 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 21ST day of JUNE 19 45.

My commission expires APRIL 4, 1948

(Seal) MRS.T. L. AHEARN
Notary Public.

U.S.R.S. $ 3.85

RECEIVED JUNE 22ND, 1945. AT 9;16 A.M.FC

NUMBER 28694 JOE WHITMOBE, ET UX TO S. S. WARREN, ET UX
RECORDED JUNE 23, 1945

87466 MARSHALL & BRUCE-NASHVILLE

INSTALLMENT DEED

Book No. 1324

FOR AND IN CONSIDERATION of the sum of NINE THOUSAND ($9000.00) DOLLARS of which TWO THOUSAND ($2000.00) DOLLARS has been paid in cash by S. S. WARREN AND WIFE, DAISY WARREN , the receipt of which is hereby acknowledged, and for the remainder SEVEN THOUSAND ($7000.00) DOLLARS the said S. S. WARREN AND WIFE, DAISY WARREN HAVE EXECUTED THEIR TWO PROMISSORY NOTES DATED JUNE 21ST, 1945, AND EACH IN THE SUM OF $3500.00. THE FIRST OF SAID NOTES FALLING DUE ON OR BEFORE JULY 1ST, 1946, AND THE OTHER ON OR BEFORE JULY 1ST, 1947. ALL OF SAID NOTES BEARING 4-1/2 PER CENT INTEREST FROM DATE. THE INTEREST PAYABLE SEMI-ANNUALLY, AND ALL OF SAID NOTES

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 5 day of Dec 1945

Attest: J. P. Wilson DEPUTY REGISTER

Joe Whitmore

Ruby McD Whitmore

~~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, JOE WHITMORE AND WIFE, MRS. RUBY MCDERMONT WHITMORE have this day bargained and sold, and do hereby transfer and convey, unto the said S. S. WARREN AND WIFE, DAISY WARREN THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING PART OF LOTS NOS. 11 AND 12 ON THE FIRST PLAN OF DAVIDSON ACADEMY LOTS, NOT OF RECORD, DESCRIBED ACCORDING TO A SURVEY MADE BY Z.J. WILKINSON, SURVEYOR, JUNE 13, 1945, AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY MARGIN OF THIRD AVENUE SOUTH AT THE SOUTHEAST CORNER OF THE PROPERTY OWNED BY KUNN BROTHERS COMPANY ON THIRD AVENUE SOUTH, AS OF RECORD IN BOOK NO. 577, PAGE 22, SAID REGISTER'S OFFICE; THENCE WITH KUHN'S SOUTH LINE WESTWARDLY 106 FEET 6 INCHES; THENCE SOUTHWARDLY 25 FEET; THENCE WESTWARDLY 24 FEET 10 INCHES TO THE WESTERLY MARGIN OF A 12 FOOT 7 INCH WIDE RIGHT-OF-WAY; THENCE WITH THE WEST LINE OF SAID RIGHT-OF-WAY 103 FEET 3 INCHES TO A POINT; THENCE EASTWARDLY 24 FEET 10 INCHES TO THE SOUTHWEST CORNER OF A BUILDING NOW OCCUPIED BY THE TENNESSEE MACHINE COMPANY; THENCE NORTHWARDLY 48 FEET 9-1/2 INCHES TO THE NORTHWEST CORNER OF THE LAST MENTIONED BUILDING; THENCE EASTWARDLY 106 FEET 6 INCHES TO THE WESTERLY MARGIN OF THIRD AVENUE SOUTH; THENCE WITH THE WESTERLY MARGIN OF SAID AVENUE NORTHWARDLY 78 FEET 4 INCHES TO THE POINT OF BEGINNING, AND BEING THE SAME PROPERTY CONVEYED TO MRS. RUBY MCDERMONT WHITMORE, BY DEED OF RECORD IN BOOK NO. 649, PAGE 494, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE,

THE GRANTORS FURTHER CONVEY TO THE GRANTEES ALL THE RIGHTS, TITLE AND INTEREST WHICH THE GRANTORS WERE GIVEN IN THE ABOVE-DESCRIBED DEED. TO WHICH PARTICULAR REFERENCE IS MADE.
TAXES AND INSURANCE HAVE BEEN PRO RATED OF EVEN DATE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said S. S. WARREN AND WIFE, DAISY WARREN, 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 S. S. WARREN AND WIFE, DAISY WARREN 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 S. S. WARREN AND WIFE, DAISEY WARREN

do hereby transfer and convey unto BURT FRANCIS , 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.