WE,----------, the said JAMES HOMER BRYANT AND WIFE, LILLIE MAE BRYANT, , 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 $ 2000.00---------- 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 HOMER BRYANT AND WIFE, LILLIE MAE BRYANT, , 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 HOMER BRYANT AND WIFE, LILLIE MAE BRYANT, 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 E. L. LEVITAN Trustee, shall be vested in said successor.

~~Said Trustee shall execute this trust without being required to give bond, nor be held not to be required to his duty of action to his successor.~~

In Witness Whereof, We, the said B. LEVITAN AND WIFE, FANNIE LEVITAN,

and JAMES HOMER BRYANT AND WIFE, LILLIE MAE BRYANT, , hereunto set our hands

at NASHVILLE, Tennessee, this the 1ST day of FEBRUARY, 19 44.

B. LEVITAN

FANNIE LEVITAN

JAMES HOMER BRYANT

LILLIE MAE BRYANT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE V. STEPHENS, a Notary Public in and for said County and State, the within named B. LEVITAN AND WIFE, FANNIE LEVITAN, & JAMES HOMER BRYANT AND WIFE, LILLIE MAE BRYANT, 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 having appeared before me privately and apart from X husband, the said , acknowledged the execution of the said instrument to have been done by X 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 24TH day of MARCH, 19 44.

My commission expires OCT. 13, 1947

(Seal) LOUISE V. STEPHENS
Notary Public.

U. S. R. S. $3.30 RECEIVED AT 12:20 P. M. JUNE 25, 1945

J. B.

NUMBER 28844 RECORDED JUNE 26TH, 1945

HILARY DORRIS BAKER ET UX. ---TO-- CHARLES M.HIGGINS,

INSTALLMENT DEED

Book No. 1324

FOR AND IN CONSIDERATION of the sum of EIGHTEEN HUNDRED & NO/100 ($1800.00) DOLLARS

of which SEVEN HUNDRED FIFTY AND NO/100 DOLLARS has been paid in cash by MRS. CHARLES M.HIGGINS, the receipt of which is hereby acknowledged, and for the remainder

the said ONE THOUSAND FIFTY & NO/100 ($1050.00) DOLLARS MRS. CHARLES M.HIGGINS, HAS EXECUTED A PROMISSORY NOTE OF LIKE AMOUNT AND EVEN DATE HEREWITH PAYABLE TO THE ORDER OF MYSELF AND ENDORSED BY ME, SAID NOTE BEING PAYABLE $20.00 MONTHLY WITH INTEREST AT THE RATE OF 6% PER ANNUM ALSO PAYABLE MONTHLY THE FIRST INSTALLMENT BEING DUE AUGUST 1ST, 1945, AND ONE ON OR BEFORE THE FIRST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL THE ENTIRE PRINCIPAL SUM HAS BEEN LIQUIDATED IN FULL

THE ~~FIRST~~ AFTER MATURITY 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 HILARY DORRIS BAKER AND WIFE MATTIE ETHEL BAKER,

have this day bargained and sold, and do hereby transfer and convey, unto the said MRS. CHARLES M.HIGGINS FREE FROM THE MARITAL RIGHTS OF HER PRESENT OR FUTURE HUSBAND WITH FULL POWER TO MORTGAGE SELL LOAN OR CONVEY HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.2 IN THE RE- SUBDIVISION OF PART OF THE CUMBERLAND NURSERIES, OF RECORD IN BOOK 161, PAGE 139, REGISTER'S OFFICE FOR SAID COUNTY

SAID LOT NO.2 FRONTS 50 FEET ON THE SOUTH SIDE OF ELBERTA STREET, AND RUNS BACK BETWEEN PARALLEL LINES 180 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO HILARY DORRIS BAKER BY PARTITION DEED FROM MATTIE P. BAKER, ET AL, OF RECORD IN BOOK 1072, PAGE 607, SAID REGISTER'S OFFICE

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 31 day of March 1947

Attest: J. P. Williams DEPUTY REGISTER

Kate Jordan
By Joseph N. Dawson Deputy

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS. CHARLES M.HIGGINS 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 MRS. CHARLES M.HIGGINS, 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 US in hand paid I, , the said MRS.CHARLES M.HIGGINS,

do hereby transfer and convey unto FRANK G. MADDUX, , 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.