WE , the said J. J. ABERNATHY JR. AND WIFE, RUTH N. ABERNATHY , 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 $ 2,000.00 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 J. J. ABERNATHY JR. AND WIFE, RUTH N. ABERNATHY , 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 J. J. ABERNATHY JR. AND WIFE, RUTH N. ABERNATHY 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 BRANSFORD STONE 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 WM. E. MATTHEWS AND WIFE, AUDREY S. MATTHEWS and J. J. ABERNATHY JR. AND WIFE, RUTH N. ABERNATHY , hereunto set our hands at NASHVILLE , Tennessee, this the 26TH day of JUNE , 1945

WM. E. MATTHEWS
AUDREY S. MATTHEWS
J. J. ABERNATHY JR
RUTH N. ABERNATHY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MRS. ETHEL M. FRAZER , a Notary Public in and for said County and State, the within named WM. E. MATTHEWS AND WIFE, AUDREY S. MATTHEWS AND J. J. ABERNATHY WIFE, RUTH M. ABERNATHY 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 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 28TH day of JUNE 1945

My commission expires JULY 15, 1948

U.S.R.S. $1.10

RECEIVED JULY 5, 1945 AT 11:39 A.M.

S

(Seal) MRS. ETHEL M. FRAZER
Notary Public.

NUMBER 29516 RECORDED JULY 5, 1945 PHIL COHEN ET UX TO EMMA FLEMING

STAHL MARSHALL & DAVIS-NASHVILLE

INSTALLMENT DEED

Book No. 1324

FOR AND IN CONSIDERATION of the sum of EIGHT HUNDRED ($800.00) AND NO/100 DOLLARS

of which ONE HUNDRED FIFTY ($150.00) AND NO/100 DOLLARS has been paid in cash by EMMA FLEMING , the receipt of which is hereby acknowledged, and for the remainder SIX HUNDRED SIFTY ($650.00) AND NO/100 DOLLARS

the said EMMA FLEMING HAS EXECUTED HER PROMISSORY NOTE, OF EVEN DATE HEREWITH, FOR $650.00 PAYABLE IN 65 MONTHLY INSTALLMENTS OF $10.00 EACH, BUT INTEREST AT THE RATE OF 6% PER ANNUM HAS BEEN COMPUTED AND ADDED INTO THE FACE OF SAID INSTALLMENTS MAKING THE FIRST FOR $13.25, AND EACH SUCCEEDING INSTALLMENT DECREASING 5 CENTS EACH MONTH; THE FIRST INSTALLMENT FALLING DUE AUGUST 2, 1945 AND THE OTHERS MONTHLY THEREAFTER AND THE SAID NOTE IS PAYABLE TO THE ORDER OF PHIL COHEN.

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 4 day of Feb 1950

Attest: L. B. Nelson Jr. DEPUTY REGISTER

Phil Cohen

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

WE, PHIL COHEN AND WIFE, SARAH COHEN

have this day bargained and sold, and do hereby transfer and convey, unto the said EMMA FLEMING ,A WIDOW HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE WEST 30 FEET OF THE EAST 73.5 FEET OF LOT NO. 119 AND THE WEST 30 FEET OF THE EAST 73.5 FEET OF THE SOUTH HALF OF LOT NO. 118 ON THE MAP OF MAURY AND CLAIBORNE'S ADDITION, OF RECORD IN BOOK 21 PAGES 84 AND 85, REGISTER'S OFFICE FOR SAID COUNTY, AND DESCRIBED ACCORDING TO A SURVEY MADE OF LEWIS D. JUSTICE, SURVEYOR, JUNE 20, 1945, AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH MARGIN OF FAIN STREET 91.5 FEET EAST OF THE EAST MARGIN OF MAURY STREET AT THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO EMMA FLEMING BY DEED FROM PHIL COHEN AND WIFE, OF RECORD IN BOOK 1282 PAGE 349, SAID REGISTER'S OFFICE; THENCE ALONG FLEMING'S EAST LINE NORTHERLY 52.5 FEET TO A POINT; THENCE EASTERLY 30 FEET TO A POINT WHICH IS 43.5 FEET WEST OF THE WEST MARGIN OF AN ALLEY; THENCE SOUTHERLY PARALLEL TO SAID ALLEY AND 43.5 FEET WEST OF THE SAME, 52.5 FEET TO THE NORTH MARGIN OF FAIN STREET; THENCE WITH THE MARGIN OF THE SAME WESTERLY 30 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE PROPERTY CONVEYED TO PHIL COHEN AND WIFE, SARAH COHEN, BY DEED FROM SEE* RECORD IN BOOK 1290 PAGE 285, SAID REGISTER'S OFFICE.

TAXES FOR THE YEAR 1945 HAVE BEEN PRORATED AND ASSUMED BY PURCHASER.

*(SEPHIA FISHER AND HUSBAND OF)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said EMMA FLEMING, 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. EXCEPT 1945 TAXES WHICH HAVE BEEN PRORATED AND ASSUMED BY PURCHASER WHICH SHE AGREES TO PAY. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said EMMA FLEMING 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 ME in hand paid I , the said EMMA FLEMING do hereby transfer and convey unto J. L. GHEE , 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.