WE , the said WILLIAM P. HOLBERT & WIFE LILLIE MAE HOLBERT , 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 $ - - 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 WILLIAM P. HOLBERT & WIFE LILLIE MAE HOLBERT , 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 THE UNDERSIGNED 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 WILLIAM M. WEST 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~~ ~~his action as trustee in~~ ~~relation to this trust.~~

In Witness Whereof, We, the said H. FINEBERG & WIFE BECKIE FINEBERG

and WILBURN P. HOLBERT AND WIFE LILLIE MAE HOLBERT , hereunto set our hands

at NASHVILLE , Tennessee, this the 26 day of JULY , 19 45

H. FINEBERG

BECKIE FINEBERG

WILBURN P HOLBERT

LILLIE MAE HOLBERT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RICHARD S WEST , a Notary Public in and for said County and State, the within named H. FINEBERG & WIFE BECKIE FINEBERG WILBURN P. HOLBERT AND WIFE LILLIE MAE HOLBERT 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 X 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. X X X X X of the said

Witness my hand and official seal at Nashville, Tennessee, this 26 day of JULY 19 45 .

My commission expires JAN.9-1947 (Seal) RICHARD S WEST Notary Public.

U.S.R.S. $.55

RECEIVED JULY 30, 1945 AT 9:45 A.M.

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NUMBER 31197 RECORDED JULY 31, 1945

[illegible] TO EARL C LONGWORTH, ET UX

STAMPED AT NASHVILLE & SERVED NASHVILLE

# INSTALLMENT DEED

Book No. 1324

FOR AND IN CONSIDERATION of the sum of $3,810.00 THREE THOUSAND EIGHT HUNDRED AND NO/100 - DOLLARS of which - - - - ONE THOUSAND AND NO/100 - - - - - (1,000.00) - - - - DOLLARS has been paid in cash by EARL C. LONGWORTH AND WIFE, GLADYS LONGWORTH, A PART OF the receipt of which is hereby acknowledged, and for the remainder OF $2,500.00 - TWO THOUSAND FIVE HUNDRED AND NO/100 - - - - - - - - - - - - - - - - DOLLARS the said EARL C. LONGWORTH AND WIFE, GLADYS LONGWORTH, ASSUME AND AGREE TO PAY THE REMAINING UNPAID BALANCE OF AL NOTES OF A SERIES OF 88 NOTES, DATED DECEMBER 2, 1944, FOR THE PRINCIPAL SUM OF $25.00 EACH, PAYABLE $1 FULLY WITH INTEREST COMPUTED AN ADDED INTO THE FACE OF EACH NOTE, AND BEING SECURED BY DEED OF TRUST EXECUTED BY MRS. LORENE SMARTT TO EMMETT BEARDEN, TRUSTEE, OF RECORD IN BOOK 1286, PAGE 11, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND, FOR THE REMAINING THE SAID EARL C LONGWORTH AND WIFE, GLADYS LONGWORTH HAVE EXECUTED THEIR ONE JOINT PROMISSORY NOTE OF EVEN DATE HEREWITH, FOR THE SUM OF $950.00, WITH INTEREST AT 6% PER ANNUM, PAYABLE IN INSTALLMENTS AS FOLLOWS: $10.00 ON THE 26TH DAY OF AUGUST, 1945, AND A LIKE AMOUNT ON THE 26TH DAY OF EACH MONTH THEREAFTER, TO BE APPLIED FIRST TO PAYMENT OF INTEREST ON THE PRINCIPAL SUM THEREOF AS SHALL FROM TIME TO TIME REMAIN UNPAID, AND THE BALANCE TO BE APPLIED TO PAYMENT OF PRINCIPAL, UNTIL THE ENTIRE AMOUNT IS PAID IN FULL,

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, MRS. LORENE SMARTT GIBBS AND HUSBAND, JAMES EDWARD GIBBS,

have this day bargained and sold, and do hereby transfer and convey, unto the said EARL C. LONGWORTH AND WIFE, GLADYS LONGWORTH, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows. BEING LOTS NO. 714, 716, THE EAST 7½ OF BLOCK 91, PLAN NO. 1, WEST NASHVILLE, OF RECORD IN BOOK 87, PAGES 7 AND 8, REGISTER'S OFFICE FOR DAVIDSON COUNTY.

SAID LOTS A JOINT FRONT TOGETHER 100 FEET ON THE SOUTH SIDE OF ALABAMA AVENUE AND RUN BACK BETWEEN PARALLEL LINES 80 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO MRS. LORENE SMARTT, NOW GIBBS, BY DEED FROM AMERICAN NATIONAL BANK, TRUSTEE, OF RECORD IN BOOK 1286, PAGE 286, 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 24 day of July 1950.

Attest: E. J. Wilson Jr. DEPUTY REGISTER Esa P. Healey

VOID

62 notes of 25.00 each

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. This 24 day of July 1950

Attest: E. J. Wilson Jr. DEPUTY REGISTER Esa P. Healey

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. 1955

Attest: E. J. Wilson DEPUTY REGISTER Ira Nat Bone by Winston Mc

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said EARL C. LONGWORTH AND WIFE, GLADYS LONGWORTH, 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., EXCEPT AS HEREIN SET OUT, ANY BY 1945 TAXES, WHICH THE GRANTEES ASSUME AND AGREE 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 EARL C. LONGWORTH AND WIFE, GLADYS LONGWORTH, 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 EARL C. LONGWORTH AND WIFE, GLADYS LONGWORTH do hereby transfer and convey unto E. W. NELSON, , 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.