WE , the said DENNIS F. BARRETT AND WIFE, MAYDELLE BARRETT , 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 DENNIS F. BARRETT AND WIFE MAYDELLE BARRETT , 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, IF 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 DENNIS F. BARRETT AND WIFE MAYDELLE BARRETT, 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 CLEARY GILMORE 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 GILMORE-CLONAN COMPANY, A CORPORATION and DENNIS F. BARRETT AND WIFE MAYDELLE BARRETT , hereunto set our hands at NASHVILLE , Tennessee, this the 26TH day of JULY , 1945

ATTEST: LUCILLE LEHMANN, SECRETARY

GILMORE-CLONAN COMPANY
BY: CLEARY GILMORE, PRESIDENT

DENNIS F. BARRETT
MAYDELLE BARRETT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, VERTRICE NEWSOM , a Notary Public in and for said County and State, the within named DENNIS F. BARRETT AND WIFE MAYDELLE BARRETT the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MAYDELLE BARRETT, WIFE of the said DENNIS F. BARRETT having appeared before me privately and apart from HER husband, the said MAYDELLE BARRETT , acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband, and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 30 day of JULY 1945.

My commission expires JULY 7, 1946 (Seal) VERTRICE NEWSOM Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
BEFORE ME, VERTRICE NEWSOM, A NOTARY PUBLIC WITHIN AND FOR THE STATE AND COUNTY AFORESAID PERSONALLY APPEARED CLEARY GILMORE, AND LUCILLE LEHMANN, WITH THOM I AM PERSONALLY ACQUAINTED AND WHO UPON THEIR SEVERAL OATHS ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY RESPECTIVELY OF THE GILMORE-CLONAN COMPANY, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND SECRETARY, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY THE SAID CLEARY GILMORE AS SUCH PRESIDENT AND ATTESTING THE SAME BY THE SAID LUCILLE LEHMANN, AS SUCH SECRETARY.
WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE AT NASHVILLE, TENNESSEE ON THIS THE 3RD DAY OF JULY, 1945.

(SEAL) VERTRICE NEWSOM,
NOTARY PUBLIC

MY COMMISSION EXPIRES JULY 7, 1946

RECEIVED JULY 31, 1945 AT 9:17 A.M. - USRS $2.75 - DG

NUMBER 31343 RECORDED AUGUST 1, 1945

H. FINEBURG AND WIFE, BECKIE FINEBURG -TO- HENRY E. PILLOW, JR. AND WIFE, MABEL PILLOW

STAHLMAN-MARSHALL & BROOKS NASHVILLE

INSTALLMENT DEED

Book No. 1324

FOR AND IN CONSIDERATION of the sum of ($275.00) TWO HUNDRED SEVENTY FIVE DOLLARS of which FIFTY FIVE & NO/100 DOLLARS has been paid in cash by HENRY E. PILLOW, JR. AND WIFE MABEL PILLOW , the receipt of which is hereby acknowledged, and for the remainder TWO HUNDRED TWENTY FIVE DOLLARS the said HENRY E. PILLOW, JR. AND WIFE MABEL PILLOW HAVE THIS DAY EXECUTED TWENTY TWO MONTHLY NOTES OF TEN DOLLARS EACH PRINCIPAL WITH THE ACCUMULATED INTEREST ON ALL ADDED TO THE FACE OF EACH NOTE AS IT MATURES MAKING THE FACE OF THE FIRST NOTE IN THE SUM OF 11.10 AND EACH NOTE THEREAFTER IN AMOUNT 05 CTS LESS THAN THE PRECEDING NOTE. THE FIRST NOTE IS DUE ON AUGUST 24, 1945 AND ONE ON THE 24TH OF EACH MONTH THEREAFTER UNTIL ALL ARE DUE AND PAYABLE. ALL OF SAID NOTES ARE PAYABLE TO THE ORDER OF H. FINEBURG.

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 H. FINEBURG AND WIFE BECKIE FINEBURG have this day bargained and sold, and do hereby transfer and convey, unto the said HENRY E. PILLOW, JR. AND WIFE MABEL PILLOW, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEGINNING AT A POINT IN THE EAST LINE OF 31ST AVE. N. 210 FEET SOUTHERLY FROM AN IRON PIN AT THE S. E. CORNER OF 31ST AVE. N. AND ZOLLICOFFER STREET SAID P INT BEING AT THE CORNER OF A LOT SOLD BY GRANTOR HEREIN TO WILLIAM P. HOLBERT AND WIFE, JULY 24, 1945; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID HOLBERT LOT 224 FEET MORE OR LESS TO A DEAD LINE SAME BEING THE WESTERLY LINE OF A LOT SOLD BY RICHARD S. WEST TO JOHN HENRY BUCHANAN OCT. 16, 1944; THENCE SOUTHERLY ALONG SAID BUCHANAN LINE 50 FEET TO A POINT ON SAID LINE; THENCE IN A WESTERLY DIRECTION 224 FEET MORE OR LESS TO A POINT ON EASTERLY LINE OF 31ST AVE. N. FIFTY (50) FEET SOUTH OF BEGINNING CORNER; THENCE NORTHERLY ALONG THE EASTERLY MARGIN OF 31ST AVE. N. 50 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE LAND PURCHASED BY GRANTOR JULY 18, 1945 BY DEED OF RICHARD S. WEST OF RECORD IN REGISTER'S OFFICE FOR DAVIDSON CO., TENN.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the same to be satisfied in full. Witness my hand this 24th day of July 1945.

H. Fineburg

STATE OF TENNESSEE, DAVIDSON COUNTY

Before me, a Notary Public in and for said County and State, personally appeared H. FINEBURG with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 24th day of July 1945.

My commission expires JULY 7, 1946 (Seal) VERTRICE NEWSOM Notary Public.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HENRY E. PILLOW, JR. AND WIFE MABEL PILLOW, 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 HENRY E. PILLOW, JR. AND WIFE MABEL PILLOW, 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 HENRY E. PILLOW, JR. AND WIFE, MABEL PILLOW do hereby transfer and convey unto WILLIAM M. WEST , 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.