LASTER

WE , the said JAMES EDWARD LASTER AND WIFE, MATTIE BLANCHE , 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 JAMES EDWARD LASTER AND WIFE, MATTIE BLANCHE LASTER , 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 EDWARD LASTER AND WIFE, MATTIE BLANCHE LASTER, 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 J.L. GHEE 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 PHIL COHEN AND WIFE, SARA K. COHEN and JAMES EDWARD LASTER, AND WIFE, MATTIE BLANCHE LASTER , hereunto set our hands at NASHVILLE , Tennessee, this the 1ST day of AUGUST , 1945.

PHIL COHEN
SARAH K. COHEN
JAMES EDWARD LASTER
MATTIE BLANCH LASTER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ELIZABETH S. SHACKLETT , a Notary Public in and for said County and State, the within named PHIL COHEN AND WIFE, SARA K. COHEN AND JAMES EDWARD LASTER AND WIFE MATTIE BLANCHE LASTER 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 having appeared before me privately and apart from husband , the said , of 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 1ST day of AUGUST 19 45.

My commission expires APRIL 6 1946

(Seal) ELIZA BETH S. SHACKLETT
Notary Public.

U.S.R.S.$.55¢
REC'D AUG 1ST, 1945 AT 12:51 P.M.
C

NUMBER 41.12 MARGARET J. CAIN TO CHARLES CAMPBELL BROWN AND WIFE,
RECORDED AUGUST 2, 1945 MARTHA ADAMS BROWN.

INSTALLMENT DEED

Book No. 1335

FOR AND IN CONSIDERATION of the sum of EIGHT THOUSAND FOUR HUNDRED FIFTY & NO/100 DOLLARS of which ONE THOUSAND SEVEN HUNDRED & NO/100 DOLLARS has been paid in cash by CHARLES CAMPBELL BROWN AND WIFE, MARTHA ADAMS BROWN the receipt of which is hereby acknowledged, and for the remainder SIX THOUSAND SEVEN HUNDRED FIFTY & NO/100 DOLLARS the said CHARLES CAMPBELL BROWN AND WIFE, MARTHA ADAMS BROWN HAVE EXECUTED AND DELIVERED THEIR THEIR JOINT PROMISSORY NOTE OF EVEN DATE HEREWITH IN THE PRINCIPAL SUM OF $6,750.00. SAID NOTE IS PAYABLE TO MARGARET J. CAIN IN MONTHLY INSTALLMENTS AS FOLLOWS, NAMELY: ON THE FIRST DAY OF SEPTEMBER, 1945 THE SUM OF $65.88; THEREAFTER, 143 MONTHLY INSTALLMENTS EACH FOR LIKE AMOUNT ON THE FIRST DAY OF EACH SUCCEEDING MONTH. SAID SUMS ARE TO BE APPLIED FIRST TO INTEREST ON THE PRINCIPAL SUM AT THE RATE OF SIX PER CENTUM PER ANNUM, AND THE REMAINDER APPLIED TO SAID PRINCIPAL SUM UNTIL THE ENTIRE DEBT WITH INTEREST HAS BEEN PAID IN FULL. SAID NOTE PROVIDES THAT PRIVILEGE IS RESERVED OF PAYING ANY NUMBER OF SAID MONTHLY PAYMENTS OR SAID NOTE MAY BE PAID IN FULL ON ANY PAYING. DATE.

I declare that I am the lawful holder of the claim secured by the instrument within mentioned, and that ... is due and unpaid, and I direct the sale of the land described in said instrument and the ... of the lien to secure the same to be made. This 31 day of Oct 1945

Attest: J.P. Wilson DEPUTY REGISTER

T.S. Campbell

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 fees, a lien is expressly retained on the land herein conveyed I, MARGARET J. CAIN, A WIDOW, have this day bargained and sold, and do hereby transfer and convey, unto the said CHARLES CAMPBELL BROWN AND WIFE, MARTHA ADAMS BROWN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 37 AND THE EASTERLY 5 FEET OF LOT NO. 36 OF BLOCK "H", ON THE MAP OF CHEROKEE PARK, SECOND SECTION, AS OF RECORD IN BOOK 547, PAGES 175 AND 176. REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 37 AND PART OF LOT NO. 36 ADJOIN AND FRONT TOGETHER 80.14 FEET ON THE NORTHERLY SIDE OF ABERDEEN ROAD, AND RUN BACK BETWEEN LINES 205.58 FEET ON THE EASTERLY LINE AND 206 FEET, MORE OR LESS; ON THE WESTERLY LINE TO THE SOUTH LINE OF LOT NO. 7 OF SAID BLOCK ON WHICH THEY MEASURE 49.69 FEET.

SAID LOT NO. 37 BEING THE SAME PROPERTY CONVEYED TO MARGARET J. CAIN BY DEED FROM NASHVILLE TRUST COMPANY, OF RECORD IN BOOK 1044, PAGE 538, AND SAID PART OF LOT NO. 36 BEING THE SAME PROPERTY CONVEYED TO MARGARET J. CAIN BY DEED FROM NASHVILLE TRUST COMPANY, OF RECORD IN BOOK 1044, PAGE 579, SAID REGISTER'S OFFICE.

THIS CONVEYANCE IS MADE SUBJECT TO ANY AND ALL RESTRICTIVE COVENANTS AND EASEMENTS APPLICABLE TO THE ABOVE DESCRIBED REAL ESTATE.

TAXES FOR THE YEAR 1945 HAVE BEEN PRORATED, AND ARE ASSUMED BY THE GRANTEES HEREIN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CHARLES CAMPBELL BROWN AND WIFE, MARTHA ADAMS BROWN, THEIR heirs and assigns, forever, I covenant that I AM 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 HEREINBEFORE SET OUT I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said CHARLES CAMPBELL BROWN AND WIFE, MARTHA ADAMS BROWN, 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 HE , the said CHARLES CAMPBELL BROWN AND WIFE, MARTHA ADAMS BROWN do hereby transfer and convey unto C. A. LILLARD , 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.