WE , the said EDWARD S. MARTIN AND WIFE EFFIE MARTIN, , 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 $ 2250. 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 EDWARD S. MARTIN AND WIFE EFFIE MARTIN , 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 WITHIN 90 DAYS 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 US, EITHER OF US, OR 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 HERBERT M. JORDAN 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 FELIX L. BLACK AND WIFE PAULINE BLACK,

and EDWARD S. MARTIN AND WIFE EFFIE MARTIN, , hereunto set our hands

at NASHVILLE , Tennessee, this 3RD day of AUG. , 19 45

FELIX L. BLACK

PAULINE BLACK

EDWARD S. MARTIN

EFFIE MARTIN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MISSIE GRIFFITH , a Notary Public in and for said County and State, the within named FELIX L. BLACK AND WIFE PAULINE BLACK, EDWARD S. MARTIN AND WIFE EFFIE MARTIN

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 freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 3RD day of AUGUST 1945.

My commission expires 4-5-48

(Seal) MISSIE GRIFFITH

Notary Public.

U.S.R.S. $4.95

RECEIVED AUGUST 3, 1945 AT 2:30 P.M.

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INSTALLMENT DEED

Book No. 1335

FOR AND IN CONSIDERATION of the sum of SEVENTEEN HUNDRED FIFTY AND NO/100 - - - - - - DOLLARS of which FOUR HUNDRED AND NO/100 - - - - - - - - - - - - - - - - DOLLARS has been paid in cash by H. G. ANTHONY AND WIFE, MARY F. ANTHONY , the receipt of which is hereby acknowledged, and for the remainder - - - THIRTEEN HUNDRED FIFTY AND NO/100 - DOLLARS the said H. G. ANTHONY AND WIFE, MARY F. ANTHONY HAVE OF EVEN DATE HEREWITH EXECUTED THEIR ONE JOINT PROMISSORY NOTE PAYABLE TO THE ORDER OF M. N. YOUNG IN EIGHTEEN QUARTERLY INSTALLMENTS OF $75.00 EACH PLUS INTEREST AT THE RATE OF 6% PER ANNUM ON THE UNPAID BALANCE. THE FIRST OF SAID QUARTERLY INSTALLMENTS IS DUE AND PAYABLE ON OR BEFORE THE 28TH DAY OF OCTOBER, 1945, AND ONE ON OR BEFORE THE 28TH DAYS OF JANUARY, APRIL, JULY AND OCTOBER OF EACH YEAR THEREAFTER UNTIL ALL ARE PAID, SAID NOTE

providing for payment of attorney's fees; and to secure the payment of said note, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed WE, M. N. YOUNG AND WIFE, RUBY M. YOUNG,

have this day bargained and sold, and do hereby transfer and convey, unto the said H. G. ANTHONY AND WIFE, MARY F. ANTHONY, THE 7TH, FORMERLY 11TH, CIVIL DIST. heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING PART OF THE LOTS SHOWN ON THE PLAN OF ZEALY PLACE, NOT OF RECORD, AND SURVEYED AS SHOWN TO A PLAT FILED MAY 7 1945 OF DATE Y S. T. SANFORD, JR., ENGINEER, IN JULY 1945, WHICH SAID PLAT IS MADE BY REFERENCE A PART HEREOF, WITH A RIGHT OF WAY TO AND FROM THE SAME LOCATED AT THE NORTHEAST CORNER OF SAID RESTRICTED, THE BEGINNING POINT OF WHICH IS DESCRIBED AS FOLLOWS: AT A POINT IN THE CENTER LINE OF BELLEVUE LANE IN THE EAST LINE OF A 50-FOOT ROADWAY AS LAID OFF, THE EAST LINE OF SAID ROADWAY BEING 99.0 FEET EAST OF THE CENTER LINE OF A CHALLENGER GREEN, AT ITS POINT OF INTERSECTION WITH THE FIRST MORE SOUTHERLY UNNAMED LINE OF WEST A. UNNAMED STREET AS SHOWN ON SAID PLAT; THENCE WITH THE SOUTH LINE OF SAID UNNAMED STREET NORTH 88° 20' EAST 187 FEET TO A POINT; THENCE SOUTH 33° 51' EAST 70 FEET TO A POINT IN THE SOUTH MARGIN OF SAID UNNAMED STREET, AND IT IS HERE THE POINT OF BEGINNING; THENCE SOUTH 88° 15' EAST 463 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID RESTRICTED TRACT THE LINE BEING MENTIONED; THENCE NORTH 58°05' EAST 445.4 FEET TO A POINT; THENCE SOUTH 34°49' EAST 359.4 FEET TO A POINT; THENCE SOUTH 56°38' WEST 447.4 FEET TO A POINT IN THE EASTERLY LINE OF A LARGER TRACT CONVEYED BY M. N. YOUNG; THENCE WITH THE LINE OF THE SAME AS FOLLOWS: NORTH 34°21' WEST 35.0 FEET TO A POINT; WHICH IS 30 FEET SOUTH OF THE NORTHEAST CORNER OF SAID RESTRICTED TRACT ABOVE DESCRIBED; THENCE SOUTH 53°35' WEST 17 FEET TO A POINT; THENCE NORTH 33°51' EAST 493 FEET TO A POINT; THENCE NORTH 56°09' EAST 17 FEET TO THE POINT OF BEGINNING, WHICH SAID RESTRICTED TRACT, TOGETHER WITH THE ROADWAY HEREIN DESCRIBED, CONTAINS 3.588 ACRES, AS DRAWN TO SAID SURVEY.

BEING PART OF THE PROPERTY CONVEYED TO M. N. YOUNG BY DEED FROM JAMES WILLIAM PIPPIN, ET AL, OF RECORD IN BOOK 1166, PAGE 668, REGISTER'S OFFICE TO SAID COUNTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said H. G. ANTHONY AND WIFE, MARY F. ANTHONY, THEIR heirs and assigns, forever, lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered, EXCEPT FOR THE 1945 TAXES WHICH THE SELLER AGREES TO PAY. WE covenant that WE ARE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said H. G. ANTHONY AND WIFE, MARY F. ANTHONY 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 H. G. ANTHONY AND WIFE, MARY F. ANTHONY,

do hereby transfer and convey unto R. LOYD SORREY , 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.

Received for record this 6th day of October 1945 at 2:30 P.M. and recorded in the Register's Office for the County aforesaid in the above mentioned book. This 6th day of October 1945. Davey Crockett Register