I , the said SARAH THOMAS SMITH , 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 $ 400. 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.

I 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 I 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 I , the said SARAH THOMAS SMITH , 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 I 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, I 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.

I 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. I 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 ME. OR MY ORDER 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 W.RUFUS PARDUE 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 J.M.WARREN AND WIFE ELIZABETH H.WARREN J.P.GARLAND AND WIFE SARAH GARLAND and SARAH THOMAS SMITH , hereunto set our hands at NASHVILLE , Tennessee, this the 6 day of AUG , 19 45.

WITNESS TO MARK X
HERBERT N. JORDAN
BISCOE GRIFFITH

J.M. HIS X MARK WARREN
ELIZABETH H.WARREN
J.P.GARLAND
SARAH GARLAND
SARAH THOMAS SMITH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, BISCOE GRIFFITH , a Notary Public in and for said County and State, the within named J.M. WARREN AND WIFE ELIZABETH H.WARREN J.P. GARLAND AND WIFE SARAH GARLAND, AND SARAH THOMAS SMITH, A WIDOW, 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 6 day of AUGUST 19 45.

My commission expires 4-6-48

(Seal) BISCOE GRIFFITH
Notary Public.

U.S.R.S. $1.10
REC'D AUG 11, 1945 AT 10:35 A.M.

C

NUMBER 32382 RECORDED AUG 13, 1945 JOE FRANK ET AL TO IRA S. WEST, ET UX

INSTALLMENT DEED

Book No. 1335

FOR AND IN CONSIDERATION of the sum of $3,500.00 THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS of which 700.00 SEVEN HUNDRED AND NO/100 DOLLARS has been paid in cash by IRA S.WEST AND WIFE, ESTELLA WEST the receipt of which is hereby acknowledged, and for the remainder $2,800.00 TWO THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS the said IRA S. WEST AND WIFE, ESTELLA WEST HAVE EXECUTED ONE PRINCIPAL NOTE OF EVEN DATE , IN THE PRINCIPAL SUM OF TWO THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS ($2,800.00, PAYABLE TO JOE FRANK AND FRANK HIGGINS, AND BEARING INTEREST AT 6% PER ANNUM ON THE UNPAID BALANCE UNTIL SAID PRINCIPAL SUM HAS BEEN FULLY PAID. SAID NOTE IS PAYABLE IN MONTHLY INSTALLMENTS OF $35.00 EACH, TO BE APPLIED FIRST, TO THE PAYMENT OF INTEREST ON THE ENTIRE UNPAID PRINCIPAL BALANCE, AND SECOND, TO THE PAYMENT OF PRINCIPAL. THE FIRST PAYMENT MATURING SEPTEMBER 1, 1945, AND THE OTHERS, ONE ON THE 1ST DAY OF EACH CALENDAR MONTH THEREAFTER UNTIL BOTH PRINCIPAL AND INTEREST ARE PAID IN FULL. PRIVILEGE IS RESERVED BY THE MAKERS TO PAY THIS NOTE IN FULL OR IN AN AMOUNT EQUAL TO THE MONTHLY PAYMENT HEREIN PROVIDED FOR, OR IN MULTIPLES THEREOF, ON THE 1ST DAY OF ANY MONTH PRIOR TO MATURITY.

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 9 day of Dec 1953

Attest: E. J. Osborne DEPUTY REGISTER

NASHVILLE TRUST CO.
By Albert O. Stevens VICE PRES.

SAID NOTE 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

WE JOE FRANK AND FRANK HIGGINS have this day bargained and sold, and do hereby transfer and convey, unto the said IRA S. WEST AND WIFE, ESTELLA WEST THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.74 ON THE MAP OF SHARPE AND HORN'S SECOND ADDITION, OF RECORD IN BOOK 161 PAGE 53, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.74 FRONTS 50 FEET ON THE EASTERLY SIDE OF JOSEPH STREET AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO JOE FRANK AND FRANK HIGGINS, BY DEED FROM CLYDE J.EATHERLY AND WIFE, OF RECORD IN BOOK 1316, PAGE 393, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said IRA S.WEST AND WIFE, ESTELLA WEST, 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 TAXES FOR 1945 WHICH THE GRANTEES ASSUME. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said IRA S.WEST AND WIFE, ESTELLA WEST 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 ME in hand paid WE , the said IRA S. WEST AND WIFE, ESTELLA WEST do hereby transfer and convey unto J.R. COARSEY , 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.