I, , the said JOHN B. RUCKER JR. , 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 $ NO BLDS 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 JOHN B.RUCKER JR. , 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, IF 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 JOHN B.RUCKER, JR. 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 ~~County,~~ Tennessee, and the title herein conveyed to SELECTED , Trustee, shall be vested in said successor.

HARRY LOVELACE

XMX ~~Said Trustee shall execute this trust without being required to give bond, and he shall not be required to the any account or settlement in~~ XM

In Witness Whereof, We, the said JOHN H. LANIER,

and JOHN B.RUCKER, JR. , hereunto set our hands

at NASHVILLE , Tennessee, this the 12 day of AUG. , 19 44.

JOHN H.LANIER,

JOHN B.RUCKER, JR.

WITNESS JOHN B. RUCKER,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.EDWIN O'BRIEN , a Notary Public in and for said County and State, the within named JOHN H. LANIER, AND JOHN B.RUCKER, JR. the bargainor S with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

XMXMXMXMXMXMXMXMXMXMXMXMXMXMXMXMXMXMXMXMXX , of the said having appeared before me privately and apart from XXX 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.

Witness my hand and official seal at Nashville, Tennessee, this 12 day of AUGUST 19 44.

My commission expires APRIL 10, 1948

(Seal) J.EDWIN O'BRIEN
Notary Public.

U.S.R.S.$ 1.65

RECD SEPT. 26TH,1945.AT 10;52 A.M.FC.

INSTALLMENT DEED

Book No. 1335

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND AND NO/100 ($3,000.00) DOLLARS of which THREE HUNDRED AND NO/100 ($300.00) DOLLARS has been paid in cash by JOHN PATRICK AYERS AND WIFE, AILEEN STANLEY AYERS the receipt of which is hereby acknowledged, and for the remainder TWENTY SEVEN HUNDRED AND NO/100 ($2,700.00) DOLLARS the said JOHN PATRICK AYERS AND WIFE, AILEEN STANLEY AYERS, HAVE EXECUTED THEIR 108 CERTAIN PROMISSORY LIEN NOTES, OF EVEN DATE HEREWITH, PAYABLE TO MARIE TEMPLE REED, WHICH NOTES INCLUDE THE PRINCIPAL SUM OF $25.00 EACH AND INCLUDE INTEREST ON THE UNPAID BALANCE OF THE DEFERRED PAYMENTS, WHICH INTEREST IS PAYABLE MONTHLY AND IS INCLUDED IN THE FACE AMOUNT OF SAID NOTES, SAID NOTES BEING DUE AND PAYABLE MONTHLY AFTER DATE, THE FIRST OF SAME BEING DUE AND PAYABLE ON OCTOBER 1, 1945, AND BEING IN THE SUM OF $38.50, AND THE LAST OF SAID NOTES BEING DUE ON SEPTEMBER 1, 1954, AND BEING IN THE SUM OF $25.13, AND EACH OF SAID NOTES DECREASING FIRST 12 CENTS AND THEN 13 CENTS, ALTERNATELY, EACH MONTH, UNTIL ALL ARE PAID, SAID NOTES BEING PAYABLE ON THE DATE MENTIONED THEREIN AND NOT OTHERWISE, WITH INTEREST SET FORTH THEREIN, AT THE RATE OF 6% PER ANNUM, AND

MATURITY

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 WE, MARIE TEMPLE REED AND HUSBAND, J. H. REED, JR.

have this day bargained and sold, and do hereby transfer and convey, unto the said JOHN PATRICK AYERS AND WIFE, AILEEN STANLEY AYERS, THEIR HEIRS ~~heirs~~ and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 20 ON THE HIGHLAND GARDEN PLAN OF LOTS, AS OF RECORD IN BOOK 57, P. 117, REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO. 20 FRONTS 50 FEET ON THE NORTHERLY SIDE OF LYNWOOD, FORMERLY ~~ALLOWAY~~, STREET, AND RUNS BACK 135.2 FEET ON THE WESTERLY LINE AND 135.1 FEET ON THE EASTERLY LINE TO AN ALLEY, MEASURING 50 FEET THEREON.

BEING THE SAME PROPERTY CONVEYED TO MARIE TEMPLE REED BY DEED FROM F. W. FUQUA, OF RECORD IN BOOK 87?, P. 237, SAID REGISTER'S OFFICE.

COPY OF RELEASE
BOOK NO. 1337 PAGE NO. 47
R.O.D.C., TENN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN PATRICK AYERS AND WIFE, AILEEN STANLEY, AYERS, 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 FOR 1945 TAXES WHICH ARE PRO-RATED AND ASSUMED BY THE GRANTEES WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN PATRICK AYERS AND WIFE, AILEEN STANLEY AYERS, 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 proceeding 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 JOHN PATRICK AYERS AND WIFE, AILEEN STANLEY AYERS do hereby transfer and convey unto RICHARD MARSHALL , 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.