We , the said Eldridge T Smotherman and wife, Ida Sue Smotherman , 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 $ 2,000.00 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 herein, the same to bear interest from the date of such payment.

Now, if we , the said Eldridge T Smotherman and wife, Ida Sue Smotherman , 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 Eldridge T Smotherman and wife, Ida Sue Smotherman, 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 William O Lee Trustee, shall be vested in said successor.

~~[illegible]~~

In Witness Whereof, We, the said W. H. Seiner and wife, Bobbie Seiner

and Eldridge T Smotherman and wife, Ida Sue Smotherman , hereunto set our hands

at Nashville , Tennessee, this the 9th day of June , 19 45

W H Seiner
Bobbie Seiner
Eldridge T Smotherman
Ida Sue Smotherman

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, Robt F Maury , a Notary Public in and for said County and State, the within named W H Seiner and wife, Bobbie Seiner and Eldridge T Smotherman and wife, Ida Sue Smotherman , the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And , of the said having appeared before me privately and apart from 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 14 day of June 19 45

My commission expires July 12, 1947

(Seal) Robt. F Maury
Notary Public.

U S $3.85

Received September 28, 1945 at 11;20 A M

O

Number 66041 Recorded September 29, 1945 379

Cleo L. Moore

Mary E Patton

INSTALLMENT DEED

Book No. 1335

FOR AND IN CONSIDERATION of the sum of Two Hundred Fifty 00/100- - - ($250.00) - - - DOLLARS of which Fifty 00/100 - - - - - - - - - - - - - - ($50.00) - - - - - DOLLARS has been paid in cash by Mary E Patton the receipt of which is hereby acknowledged, and for the remainder Two Hundred 00/100 - ($200.00) - - - - - - - - - - - - DOLLARS The said Mary E Patton has executed her promissory notes of even date herein payable monthly to Cleo L. Moore in the sum of $10.00 each with interest added to the face of each note so that the first note is for $11.00 and each succeeding note for five cents less than the preceding one,

all of said notes bearing six per cent interest from date of maturity, 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, Cleo L Moore, a widow

have this day bargained and sold, and do hereby transfer and convey, unto the said Mary E Patton, an unmarried woman, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 15 on the plan of T. M. Steger's Clifton Pike Subdivision of the Harrow Place, as of record in Book 421, page 115, Register's Office for said County.

Said Lot No. 15 fronts 40 feet on the southerly side of the Clifton Pike, and runs back between parallel lines, 125 feet to an alley.

Being part of the property conveyed to Cleo L. Moore by deed from J. C. Dale, Jr., Clerk and Master, of record in Book 1224, page 56, said Register's Office.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said Mary E Patton 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.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Mary E Patton her 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 - - in hand paid I , the said Mary E Patton do hereby transfer and convey unto J. W. Frierson , 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.

Cleo L. Moore