------, the said - - , 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 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 MARION H. JOHNSON AND JESSIE MAI HOOPER , 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 MARION H. JOHNSON AND JESSIE MAI HOOPER, 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 JOHNSON BRADFORD 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 ANNE D. DUDLEY, AND MARION H. JOHNSON AND HUSBAND EDWARD H. JOHNSON and JESSIE MAI HOOPER AND HUSBAND FRANK M. HOOPER , hereunto set our hands at NASHVILLE , Tennessee, this the 25TH day of SEPTEMBER , 19 45

ANNE D. DUDLEY
MARION H. JOHNSON
EDWARD H. JOHNSON
JESSIE MAI HOOPER
FRANK M. HOOPER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MRS. ETHEL M. FRAZER , a Notary Public in and for said County and State, the within named ANNE D. DUDLEY, A WIDOW, AND MARION H. JOHNSON AND HUSBAND EDWARD H. JOHNSON, AND JESSIE MAI HOOPER AND HUSBAND FRANK M. HOOPER 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 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 5TH day of OCTOBER 19 45.

My commission expires JULY 13, 1948 (Seal) MRS. ETHEL M. FRAZER Notary Public.

U.S.R.S. $2.20
RECEIVED, OCT. 9, 1945 AT 10:40 A.M.
S

NUMBER 36895
RECORDED OCT. 10. 1945

W. B. MARR AND ALBERT DULING TO TRUSTEE OF THE CHURCH OF THE NAZARENE, BORDEAUX, TENN.

INSTALLMENT DEED

Book No. 1336

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND AND TWO HUNDRED ($1,200.00) DOLLARS

of which FOUR HUNDRED ($400.00) DOLLARS has been paid in cash by CHURCH OF THE NAZARENE, BORDEAUX, TENNESSEE the receipt of which is hereby acknowledged, and for the remainder EIGHT HUNDRED ($800.00) DOLLARS the said CHURCH OF THE NAZARENE, BRODEAUX, TENNESSEE HAS EXECUTED ITS NOTE FOR EIGHT ($800.0) DOLLARS, PAYABLE TEN ($10.00) DOLLARS PER MONTH, BEARING SIX (6%) PER CENT INTEREST ON EACH PAYMENT.

ANY ONE OF SAID PAYMENTS MAY BE PAID BEFORE MATURITY AND INTEREST STOPPED ON IT.

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, ALBERT DULING AND W.B. MARR

have this day bargained and sold, and do hereby transfer and convey, unto the said CHURCH OF THE NAZARENE, BORDEAUX, TENNESSEE, ITS ~~heirs~~ and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN THE 13TH, FORMERLY THE 23RD. CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTER OF ASYLUM AVENUE AT A POINT 250 FEET SOUTHWEST OF THE SOUTHERLY MARGIN OF THE NEW HYDES FERRY PIKE, OR BORDEAUX AVENUE; THENCE WITH THE CENTER OF ASYLUM AVENUE, SOUTHWESTWARDLY 60 FEET; THENCE AT RIGHT ANGLES NORTHWESTWARDLY 300 FEET; THENCE AT RIGHT ANGLES, NORTHEASTWARDLY 60 FEET; THENCE AT RIGHT ANGLES, SOUTHEASTWARDLY 300 FEET TO THE BEGINNING.

BEING PART OF THE PROPERTY CONVEYED TO ALBERT DULING AND W. B. MARR BY DEED FROM EAST HYDE, OF RECORD IN BOOK 1284, PAGE 367, R.O.D.C. TENNESSEE.

NO BUILDING IS TO BE ERECTED WITHIN LESS THAN NINETY (90) FEET OF THE MIDDLE OF ASYLUM AVENUE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CHURCH OF THE NAZARENE, BORDEAUX, TENNESSEE ITS ~~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.

WE further covenant and bind OUR heirs and representatives, to warrant and forever defend the title to said real estate to said CHURCH OF THE NZARENE, BORDEAUX, TENNESSEE ITS ~~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 CHURCH OF THE NAZARENE, BORDEAUX, TENNESSEE, do hereby transfer and convey unto BEN ROSKIN , 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.