WE, , the said JAMES MELVIN MANOR AND WIFE AVERY LEE MANOR, , 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 $~~ INSURABLE VALUE 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 JAMES MELVIN MANOR AND WIFE AVERY LEE MANOR, , 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 JAMES MELVIN MANOR AND WIFE AVERY LEE MANOR, 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 CAMPBELL JENKINS, 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 RENDER ANY ACCOUNT OR SETTLEMENT IN RELATION TO THIS TRUSTEE ~~[illegible]~~

In Witness Whereof, We, the said FRANK HIGGINS AND JOE FRANK

and JAMES MELVIN MANOR AND WIFE AVERY LEE MANOR, , hereunto set our hands

at NASHVILLE , Tennessee, this the 8TH day of OCTOBER , 19 45.

FRANK HIGGINS,
JOE FRANK
JAMES M. MANOR,
AVERY LEE MANOR,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, THOS W. DARRELL, , a Notary Public in and for said County and State, the within named FRANK HIGGINS AND JOE FRANK, AND JAMES MELVIN MANOR AND WIFE AVERY LEE MANOR the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

X[illegible]X , X[illegible]X

having appeared before me [illegible], 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 8TH day of OCTOBER 19 45.

My commission expires 8/6/47

(Seal) THOS W. DARRELL
Notary Public.

RECEIVED OCTOBER 10TH, 1945. AT 8;30 AM

FC.

NUMBER 37077 RECORDED OCTOBER 11TH, 1945.

J.M. BRECKENRIDGE ET UX.----------TO------- HURL TAYLOR ET UX.

INSTALLMENT DEED

Book No. 1336

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND SIX HUNDRED FIFTY ($1,650.00) AND NO/100 DOLLARS of which TWO HUNDRED ($200.00) AND NO/100 DOLLARS has been paid in cash by HURAL TAYLOR AND WIFE OMER LEE TAYLOR, the receipt of which is hereby acknowledged, and for the remainder ONE THOUSAND FOUR HUNDRED FIFTY ($1,450.00) AND NO/100 DOLLARS the said HURAL TAYLOR AND WIFE OMER LEE TAYLOR, HAVE EXECUTED THEIR ONE JOINT PROMISSORY NOTE OF EVEN DATE HEREWITH, FOR $1,450.00 PAYABLE IN 121 MONTHLY INSTALLMENTS , 120 BEING FOR $12.00 EACH AND ONE THE 121ST INSTALLMENT BEING FOR $10.00 WITH INTEREST AT THE RATE OF 6% PER ANNUM PAYABLE MONTHLY MAKING THE FIRST INSTALLMENT FOR $19.25 AND EACH INSTALLMENT THEREAFTER DECREASING 6 CENTS EACH MONTH, EXCEPT THE LAST WHICH IS FOR $10.05 THE FIRST INSTALLMENT FALLING DUE OCTOBER 1,1945, AND THE OTHERS MONTHLY THEREAFTER AND SAID NOTE IS PAYABLE TO THE ORDER OF J.M. BRECKENRIDGE

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 2 day of April 1953

Attest: T. J. Williams DEPUTY REGISTER — Mrs Alice E.T. Breckenridge

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, J. M. BRECKENRIDGE, AND WIFE ALICE E.T. BRECKENRIDGE have this day bargained and sold, and do hereby transfer and convey, unto the said HURAL TAYLOR AND WIFE OMER LEE TAYLOR THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING THE WESTERLY 36½ FEET OF LOT NO.1 OF BLOCK NO.14, ON THE MAP OF FISK UNIVERSITY PLACE, AS OF RECORD IN BOOK 421, PAGES 4 AND 5 REGISTER'S OFFICE FOR SAID COUNTY. SAID PART OF LOT NO.1 FRONTS 36½ FEET ON THE NORTHERLY SIDE OF CLARE STREET, AND RUNS BACK 116, FEET, MORE OR LESS, ON THE EASTERLY LINE AND 116 FEET ON THE WESTERLY LINE, WITH THE EASTERLY MARGIN OF 30TH AVENUE NORTH, FORMERLY GARNET STREET, TO AN ALLEY MEASURING 36½ FEET THEREON.

BEING PART OF THE PROPERTY CONVEYED TO J.M.BRECKENRIDGE BY DEED FROM W.T. GAITHER OF RECORD IN BOOK 675, PAGE 259, SAID REGISTER'S OFFICE

TAXES FOR 1945 PRO RATED.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HURAL TAYLOR AND WIFE OMER LEE TAYLOR, 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.

WE, further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said HURAL TAYLOR AND WIFE OMER LEE TAYLOR 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 HURAL TAYLOR AND WIFE OMER LEE TAYLOR do hereby transfer and convey unto P.J.MURPHY , 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.