We , the said Vernon Malone and wife, Willie Mae Malone , 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 $ 500.00 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 therein, 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 Vernon Malone and wife, Willie Mae Malone , 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 Vernon Malone and wife, Willie Mae Malone 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 Stanley Allen Trustee, shall be vested in said successor.

In Witness Whereof, We, the said S N Adams and S A Adams and wife, Oteelia J Adams

and Vernon Malone and wife, Willie Mae Malone , hereunto set our hands

at Nashville , Tennessee, this the 23 day of October , 19 45

S A Adamson
Oteelia Jennings Adamson
S N Adamson
Vernon L. Malone
Willie Mae Malone

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, Charles H Rutherford, Jr , a Notary Public in and for said County and State, the within named S A Adamson, Oteelia Jennings Adamson, S N Adamson, Vernon L Malone and wife Willie Mae Malone 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

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.

x

Witness my hand and official seal at Nashville, Tennessee, this 31st day of October 19 45

My commission expires 7-5-47

U S R S $3.85

Received October 31, 1945 at 12;30 P.M.

O

(Seal) Charles H Rutherford, Jr
Notary Public.

INSTALLMENT DEED

Book No. 1336

FOR AND IN CONSIDERATION of the sum of SEVEN THOUSAND TWO HUNDRED FIFTY ($7,250.00) DOLLARS

and THREE THOUSAND TWO HUNDRED FIFTY ($3,250.00) DOLLARS has been paid in cash by

SOL POLLACK AND WIFE, MIRIAM POLLACK the receipt of which is hereby acknowledged, and for the remainder

OF FOUR THOUSAND ($4,000.00) DOLLARS

the said SOL POLLACK AND MIRIAM POLLACK HAVE EXECUTED THEIR PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF D. S. BUBIS, SAID NOTE BEING DUE AND PAYABLE NINETY DAYS AFTER DATE,

Collateral Inf. 6 Jul 1946

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, DAVID S. BUBIS AND WIFE, HATTIE RAPHAEL BUBIS

have this day bargained and sold, and do hereby transfer and convey, unto the said SOL POLLACK AND MIRIAM POLLACK AND THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 12 ON THE MAP OF J. K. ORR AND H. G. KITTRELL'S SUBDIVISION OF PART OF LOT NO. 42 IN THE BOYD COCKRILL SPRING TRACT, AS OF RECORD IN BOOK 161, PAGE 121, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 12 FRONTS 50 FEET ON THE WESTERLY SIDE OF 30TH AVENUE NORTH (FORMERLY HARLAN STREET, AND RUNS BACK BETWEEN PARALLEL LINES, WITH THE SOUTHERLY MARGIN OF BOSTON AVENUE, 150 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO DAVID S. BUBIS AND WIFE, HATTIE RAPHAEL BUBIS, BY DEED OF RECORD IN BOOK 742, PAGE 96, R.O.D.C. TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said SOL POLLACK AND WIFE, MIRIAM POLLACK AND 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 TAXES FOR 1945, WHICH ARE ASSUMED BY THE CONVEYEES HEREIN. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said SOL POLLACK AND MIRIAM POLLACK AND 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 SOL POLLACK AND MIRIAM POLLACK

do hereby transfer and convey unto ELKIN GARFINKLE , 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.