WE , the said MACK STEWARD AND WIFE CLARA DELL STEWARD , 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 $ 3000,00 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 h~~is~~ HER 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 MACK STEWARD AND WIFE CLARA DELL STEWARD , 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, IF 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 HER 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 HER 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 HER 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 HER 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 MACK STEWARD AND WIFE CLARA DELL STEWARD 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 MARGUERITE JONES 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 JAMES J. COGGINS AND WIFE LILLIAN L. COGGINS AND MACK STEWARD XXXX AND WIFE , CLARA DELL STEWARD , hereunto set our hands at NASHVILLE, , Tennessee, this the 5TH day of NOVEMBER , 19 45

JAMES J. COGGINS
LILLIAN L. COGGINS
MACK STEWARD
CLARA D. STEWARD

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRED K. JONES , a Notary Public in and for said County and State, the within named JAMES J. COGGINS AND WIFE LILLIAN L. COGGINS, AND MACK STEWARD AND WIFE CLARA DELL STEWARD 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 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 6TH day of NOVEMBER 19 45.

My commission expires JAN 4TH, 1949

(Seal) FRED K. JONES
Notary Public.

U.S.R.S. [illegible]
REC'D. NOVEMBER 8, 1945 AT 3;10 P.M.
N.

NUMBER 39880 RECORDED NOVEMBER 9, 1945
M.L. MCMAKIN, TRUSTEE
TO/DEED
ANDREW L. HATCHER ET UX

INSTALLMENT DEED

Book No. 1336

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND THREE HUNDRED TWELVE AND 50/100---- DOLLARS of which FIVE HUNDRED TWELVE AND 50/100 ---------- DOLLARS has been paid in cash by ANDREW L. HATCHER AND WIFE, CORNELIA A. HATCHER the receipt of which is hereby acknowledged, and for the remainder EIGHT HUNDRED AND NO/100----------- DOLLARS the said ANDREW L. HATCHER AND WIFE, CORNELIA A. HATCHER, HAVE EXECUTED FOUR NOTES, BEARING EVEN DATE HEREWITH, FOR $200.00 EACH, PAYABLE TO THE ORDER OF M.L. MCMAKIN, TRUSTEE, ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~, AND PAYABLE SIX, TWELVE, EIGHTEEN AND TWENTY-FOUR MONTH AFTER DATE RESPECTIVELY.

all of said notes bearing FIVE 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 I, M.L. MCMAKIN, TRUSTEE, PURSUANT TO THE POWER AND AUTHORITY VESTED IN ME IN THE DEED FROM E.E. MURREY AND WIFE, OF RECORD IN BOOK 1300, PAGE 397, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE. have this day bargained and sold, and do hereby transfer and convey, unto the said ANDREW L. HATCHER AND WIFE, CORNELIA A. HATCHER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LOT. NO. 6 OF BLOCK "D" , ON THE SECOND REVISED PLAN OF HIGHLANDS OF BELLE MEADE NO. 2. BLOCKS A.B.C. AND D, OF RECORD IN BOOK 1130, PAGE 62, REGISTER'S OFFICE FOR SAID COUNTY, TO WHICH REFERENCE IS HERE MADE FOR A MORE COMPLETE AND ACCURATE DESCRIPTION.

BEING A PART OF THE PROPERTY CONVEYED TO M.L. MCMAKIN, TRUSTEE, BY DEED FROM E.E. MURREY AND WIFE, OF RECORD IN BOOK 1300, PAGE 397, SAID REGISTER'S OFFICE.

SAID PROPERTY ABOVE DESCRIBED IS CONVEYED SUBJECT TO THE AGREEMENT AS TO WATER RIGHTS AS SET OUT IN THE DEED OF RECORD IN BOOK 326, PAGE 452, SAID REGISTER'S OFFICE; RESERVATION FOR A RIGHT-OF-WAY FOR THE PRESENT WATERMAIN WHICH CROSSES A PART OF THE PROPERTY, THE WATERMAIN LEADING FROM WHAT IS KNOWN AS THE CHEEK SPRING HOUSE ON THE WEST SIDE OF HIGHWAY NO. 100 TO WHAT IS GENERALLY KNOWN AS CHEEKWOOD, WITH THE RIGHT OF INGRESS AND EGRESS OVER THE PROPERTY TO REPAIR THE WATERMAIN; RESTRICTIVE COVENANTS OF RECORD IN BOOK 1303, PAGE 693, SAID REGISTER'S OFFICE., AND ADDITIONAL RESTRICTIONS OF RECORD IN BOOK 1357, PAGE 41, SAID REGISTER'S OFFICE, WHICH LAST NAMED RESTRICTIVE COVENANTS APPLY TO BLOCKS A,B, C AND D, ONLY AS SHOWN ON THE PLAN OF RECORD IN BOOK 1130, PAGE 62, SAID REGISTER'S OFFICE; AND SAID PROPERTY IS FURTHER CONVEYED SUBJECT TO ALL THE ZONING LAWS NOW IN EFFECT IN DAVIDSON COUNTY, TENNESSEE, AND ALL THE RULES AND REGULATIONS OF THE PLANNING AND ZONING COMMISSION OF DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ANDREW L. HATCHER AND WIFE, CORNELIA A. HATCHER 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 SUCCESSORS XXXs and representatives, to warrant and forever defend the title to said real estate to said ANDREW L. HATCHER AND WIFE CORNELIA A. HATCHER, 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 ANDREW L. HATCHER AND WIFE, CORNELIA A. HATCER A. HATCHER. do hereby transfer and convey unto FLOYD H. ADMAS , 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.