V

We , the said Robert & Elizabeth Estleman & Leroy Weddle , 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 $ 2000.00 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 therein, the same to bear interest from the date of such payment.

Now, if we , the said Robert Estleman, Elizabeth Estleman & Leroy Weddle , 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 Robert & Elizabeth Estleman & Leroy Weddle 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 Wm. M. West Trustee, shall be vested in said successor.

Said Trustee shall execute this trust, ~~WITHOUT COMPENSATION FOR SAME AND SHALL NOT BE~~ ~~RESPONSIBLE FOR ANY~~ ~~ERROR OF JUDGMENT~~

In Witness Whereof, We, the said Max Brown, Robert Estleman, Elizabeth Estleman and Leroy Weddle , hereunto set our hands at Nashville , Tennessee, this the 14 day of Sep , 19 45

Max Brown
Elizabeth Estleman
Leroy Weddle
R F Estleman

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, D. R. Nyers , a Notary Public in and for said County and State, the within named Max Brown, widower, Robert Estleman, & wife, Elizabeth Estleman and Leroy Weddle 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 x 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.

Witness my hand and official seal at Nashville, Tennessee, this 12 day of November 19 45.

My commission expires April 27, 1949

(Seal) D R Myers
Notary Public.

U S R S $3.30

Received November 16, 1945 at 8;38 A.M.

O

NUMBER [illegible] REGISTER'S NOTE, [illegible]

A. C. BOSO AND WIFE, TO NETTIE C. HAMLET

WAYNE E. BOSO

INSTALLMENT DEED

Book No. 1336

FOR AND IN CONSIDERATION of the sum of TWENTY SIX HUNDRED AND NO/100 ($2600.00) DOLLARS of which SIXTEEN HUNDRED AND NO/100 ($1600.00) DOLLARS has been paid in cash by NETTIE C. HAMLET the receipt of which is hereby acknowledged, and for the note under SIXTEEN HUNDRED AND NO/100 ($1600.00) DOLLARS the said NETTIE C. HAMLET HAS EXECUTED AND DELIVERED TO A. C. BOSO HER FIVE (5) LIEN NOTES, EACH IN THE PRINCIPAL SUM OF THREE HUNDRED TWENTY ($320.00) DOLLARS. THE FIRST OF SAID NOTES TO BE DUE ON OR BEFORE ONE (1) YEAR FROM DATE (NOVEMBER 10, 1945) AND ONE (1) NOTE THEREAFTER EACH RESPECTIVE YEAR THEREFROM UNTIL ALL SHALL HAVE BEEN PAID. IT IS AGREED THAT ANY OF SAID NOTES MAY BE PAID AT ANY TIME AND THE MAKER SHALL ONLY BE LIABLE FOR INTEREST AT THE RATE OF FIVE (5%) PER ANNUM UNTIL SAME ARE PAID, BUT IF THE NOTES ARE PAID BEFORE MATURITY THE WHOLE PRINCIPAL AMOUNT AND INTEREST THEREON SHALL BE PAID,

I declare that I am the true and lawful owner of the debt secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 16 day of Oct 1951.

Attest: E. J. Wilson
DEPUTY REGISTER

FIVE
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, A. C. BOSO AND WIFE, WAYNE E. BOSO

have this day bargained and sold, and do hereby transfer and convey, unto the said NETTIE C. HAMLET AND HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 33 AS SHOWN ON THE MAP OF THE SUBDIVISION OF MAYON CITY DEVELOPMENT COMPANY OF RECORD IN PLAN BOOK NO. 343, PAGE 13, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO. 33 AS SHOWN ON SAID PLAN FRONTS 50 FEET ON THE NORTHERLY SIDE OF INSLEY AVENUE (FORMERLY DAVIS AVENUE) AT ITS JUNCTION BETWEEN PARALLEL LINES 140 FEET TO A DEAD LINE, MEASURING 50 FEET THEREON.

BEING THE SAME AND EXACT PROPERTY THAT WAS CONVEYED TO A. C. BOSO BY DEED FROM MAYON CITY DEVELOPMENT COMPANY UNDER DATE OF OCTOBER 25, 1945, AS THE SAME APPEARS OF RECORD IN BOOK 981, PAGE 375, OF SAID REGISTER'S OFFICE.

TAXES FOR THE YEAR 1945 WILL BE PAID BY THE SELLER, A. C. BOSO.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said NETTIE C. HAMLET, AND HER 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 NETTIE C. HAMLET AND 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 ME in hand paid I , the said NETTIE C. HAMLET do hereby transfer and convey unto EARL THOMPSON , 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.