WE , the said FRANK BERNICE JOHNSON AND WIFE GLADYS HAZEL JOHNSON 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 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 herein, the same to bear interest from the date of such payment.

Now, if WE , the said FRANK BERNICE JOHNSON AND WIFE GLADYS HAZEL JOHNSON , 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 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 FRANK BERNICE JOHNSON AND WIFE GLADYS HAZEL JOHNSON, 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 ELVIN WOODROOF Trustee, shall be vested in said successor.

[illegible]

In Witness Whereof, We, the said STANLEY B. GARDNER AND WIFE EVA BELL GARDNER

and FRANK BERNICE JOHNSON AND WIFE GLADYS HAZEL JOHNSON , hereunto set our hands

at NASHVILLE , Tennessee, this the 14 day of NOVEMBER , 1945

STANLEY B. GARDNER
EVA BELL GARDNER

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STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, BEN B. RICE , a Notary Public in and for said County and State, the within named STANLEY B. GARDNER AND WIFE EVA BELL GARDNER AND FRANK BERNICE JOHNSON AND WIFE GLADYS HAZEL JOHNSON the bargainors , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

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

X

been done by X 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 14TH day of NOVEMBER 1945.

My commission expires JAN. 5TH 1948 (Seal) BEN B. RICE
Notary Public.

RECEIVED NOV. 23, 1945 AT 3:30 P.M. - DG

INSTALLMENT DEED

Book No. 1336

FOR AND IN CONSIDERATION of the sum of One Thousand & 00/100 - ($1,000.00) - - - - DOLLARS of which Five Hundred & 00/100 - - - - - ($500.00),- - - - - - DOLLARS has been paid in cash by Melvin M Massey and wife, Greta Massey , the receipt of which is hereby acknowledged, and for the remainder Five Hundred & 00/100 - - - - ($500.00) - - - - - DOLLARS the said Melvin M Massey and wife, Greta Massey have executed their joint promissory note, bearing even date herewith, in the amount of $500.00, payable to the order of Leo Aita, in thirty-one monthly installments beginning January 1, 1946, thirty for $15.00 each and one, the last, for $20.00, with interest at the rateof 6% per annum on the unpaid balance remaining unpaid from time to time, payable monthly,

I declare that I am the [illegible] secured by the instrument within recorded, and hereby [illegible] the lien to secure the same in full. This 18th day of Jan 1947.

Attest: J P Williams DEPUTY REGISTER

[illegible], 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, Leo Aita, an unmarried man have this day bargained and sold, and do hereby transfer and convey, unto the said Melvin M Massey and wife, Greta Massey, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

In the 14th Civil District, and described as follows:

Beginning in the center of Eaton's Creek Road, the northeast corner of a tract of land conveyed to Gus Aita by J. R. Arrington, by deed of record in Book 1132, page 110, Register's Office for said County, and the northwest corner of a tract of land owned by Casper Aita; thence south 3° west 919 feet to Casper Aita's southwest corner; thence with his south line south 87° east 236 feet to a stake on a hillside; thence North 3° east 919 feet to the center of said road; thence with center of same North 87° west 236 feet to the beginning, containing 5 acres.

Being the same property conveyed to Leo Aita by deed from J. R. Arrington and wife, of record in Book 1344, page 392, said Register's Office.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said Melvin M Massey and wife, Greta Massey, their 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 heirs and representatives, to warrant and forever defend the title to said real estate to said Melvin M Massey and wife, Greta Massey, 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 Melvin M Massey and wife, Greta Massey do hereby transfer and convey unto Horace Aita , 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.