We , the said Robert L Toombs and wife, Christine Toombs , 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 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 L Toombs and wife, Christine Toombs , 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 Robert L Toombs and wife, Christine Toombs 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 Davidsod County, Tennessee, and the title herein conveyed to 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 do any act except as set forth in~~ ~~the foregoing provisions of this deed.~~ I

In Witness Whereof, ~~I~~, the said Elijah Payne

and Robert L Toombs and wife, Christine Toombs, , hereunto set our hands

at Nashville , Tennessee, this the 14th day of February , 19 46

Elijah Payne
Robert L Toombs
her
Christine X Toombs
mark

Witness the mark of
Christine Toombs :

Wm S Wherry
Fred K Jones

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 Elijah Payne and Robert L Toombs and wife, Christine Toombs

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 x x having appeared before me privately and apart from ___ husband , the said x 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 16 day of February 19 46 .

My commission expires Jan 4, 1949

(Seal) Fred K Jones
Notary Public.

U S R S $1.10

Rec'd February 20, 1946 at 9;10 A.M.

O

INSTALLMENT DEED

Book No. 1368

FOR AND IN CONSIDERATION of the sum of ($2500.00) TWO THOUSAND FIVE HUNDRED & NO/100 DOLLARS of which EIGHT HUNDRED & NO/100 DOLLARS has been paid in cash by WALTER SWETT AND WIFE, SUSIE B. SWETT , the receipt of which is hereby acknowledged, and for the remainder ($1700.00) ONE THOUSAND SEVEN HUNDRED & NO/100 DOLLARS the said WALTER SWETT AND WIFE, SUSIE B. SWETT, HAVE EXECUTED AND DELIVERED THEIR JOINT PROMISSORY NOTES IN THE SUM OF $1700.00, OF EVEN DATE WITH THIS DEED, PAYABLE ON A NINE YEAR INSTALLMENT PLAN AT $20.41 PER MONTH, WHICH INCLUDES PRINCIPAL AND SIX PER CENT INTEREST. THE FIRST NOTE IS DUE THIRTY DAYS FROM DATE OF THIS DEED AND ANOTHER NOTE FOR THE SAME AMOUNT DUE ON THE SAME DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL SAID NOTES AND INTEREST HAS BEEN PAID IN FULL. SAID NOTES ARE PAYABLE TO SAM DOYNE AND IS SIGNED BY WALTER SWETT AND WIFE, SUSIE B. SWETT, AS MAKERS, AND EXTRA PAYMENTS MAY BE MADE ON ANY PAYMENT DATE AND INTEREST WILL BE CHARGED ONLY ON THE UNPAID BALANCE.

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 27 day of July 1954

Attest: T. J. Nelson DEPUTY REGISTER — Bessie Doyne Cain

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, SAM DOYNE AND WIFE, BESSIE DOYNE

have this day bargained and sold, and do by transfer and convey, unto the said WALTER SWETT AND WIFE, SUSIE B. SWETT, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTH OR FRONT PART OF LOT NO. 21 OF BLOCK "A" ON THE PLAN OF M. B. & M. S. PILCHER'S ADDITION TO NASHVILLE, AS OF RECORD IN BOOK 57, PAGE 91, REGISTER'S OFFICE FOR SAID COUNTY. SAID PART OF LOT NO. 21 FRONTS 67 FEET ON THE SOUTHERLY SIDE OF CLIFTON PIKE AND RUNS BACK BETWEEN PARALLEL LINES WITH THE EASTERLY MARGIN OF 28TH AVENUE NORTH, FORMERLY BARROW AVENUE, 95 FEET TO HARRIS' NORTH LINE.

BEING THE SAME PROPERTY CONVEYED TO SAM DOYNE BY DEED FROM N. ARNSTEIN AND WIFE, OF RECORD IN BOOK 691, PAGE 395, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WALTER SWETT AND WIFE, SUSIE B. SWETT, 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 THE TAXES FOR THE YEAR 1946 WHICH HAVE BEEN PRO RATED AND ASSUMED BY THE GRANTEES HEREIN. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said WALTER SWETT AND WIFE, SUSIE B. SWETT, 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 WALTER SWETT AND WIFE, SUSIE B. SWETT do hereby transfer and convey unto E. C. ARMISTEAD , 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.