WE , the said ROSCOE ALBERT KELLOGG AND WIFE, VERDA KELLOGG , 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 $ 5600.00 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 ROSCOE ALBERT EKLLOGG AND WIFE, VERDA KELLOGG , 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 ROSCOE ALBERT KELLOGG AND WIFE, VERDA KELLOGG 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 BISCOE GRIFFITH 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 E. C. MAYNARD AND WIFE, STELLA MAYNARD

and ROSCOE ALBERT KELLOGG AND WIFE, VERDA KELLOGG , hereunto set our hands

at NASHVILLE , Tennessee, this the 6TH day of MARCH , 19 46

E. C. MAYNARD
STELLA MAYNARD
ROSCOE ALBERT KELLOGG
VERDA KELLOGG

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE SOWELL , a Notary Public in and for said County and State, the within named E. C. MAYNARD AND WIFE, STELLA MAYNARD AND ROSCOE ALBERT KELLOGG AND WIFE, VERDA KELLOGG the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And , of the said having appeared before me privately and apart from husband , the said , 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 13TH day of MARCH 19 46.

My commission expires JULY 9, 1949

(Seal) LOUISE SOWELL
Notary Public.

U.S.R.S. $9.35
RECEIVED MARCH 13, 1946 AT 3:01 P.M.

NUMBER 51680 RECORDED MARCH 14, 1946

ASSOCIATED INVESTORS, INC. - - - - TO - - - - JOE JENNINGS

INSTALLMENT DEED

Book No. 1368

FOR AND IN CONSIDERATION of the sum of NINE HUNDRED AND THIRTY-FIVE (935.00) DOLLARS

AND OTHER GOOD AND SUFFICIENT CONSIDERATION, PAID AND TO BE PAID BY JOE JENNINGS, THAT IS TO SAY THE SAID JOE JENNINGS HAS EXECUTED HIS PROMISSORY NOTE PAYABLE TO MYSELF AND INDORSED BY HIM IN THE SUM OF $935.00 OF EVEN DATE HEREWITH, PAYABLE AT THE RATE OF TWENTY-FIVE ($25.00) DOLLARS PER MONTH, THE FIRST PAYMENT TO BE DUE AND PAYABLE APRIL 1, 1946, AND THE BALANCE OF SAID PAYMENTS FALLING DUE AND PAYABLE ON THE FIRST OF EACH CONSECUTIVE MONTH THEREAFTER. SAID NOTE SHALL BEAR INTEREST AT THE RATE OF 6% PER ANNUM FROM DATE, SAID INTEREST TO BE CALCULATED AND ADDED TO EACH PAYMENT, AS IT FALLS DUE, AND ALSO PROVIDED FOR THE PAYMENT OF ATTORNEYS FEES.

I declare [illegible] the instrument within [illegible] the lien to secure [illegible] the sum of [illegible] 5 [illegible] 1.00.

Attest. J. P. Wilson Mrs. Audrey H. Murchison

ASSOCIATED INVESTORS, A CORPORATION HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID JOE JENNINGS, HIS HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT: BEING THE NORTHERLY ONE-HALF OF LOT NO. 84 IN THE PLAN OF MCGAVOCK, WETMORE AND OTHERS' ADDITION TO NASHVILLE, CALLED THE ADDITION TO THE TOWN OF MCGAVOCK, AS OF RECORD IN BOOK 21, PAGE 41, R.O.D.C., TENNESSEE. SAID PART OF LOT 84 FRONTS 25 FEET ON THE WESTERLY SIDE OF 11TH AVENUE NORTH, AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOE JENNINGS, HIS heirs and assigns, forever, IT covenant that IT IS lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

IT further covenant and bind ITSELF, ITS SUCCESSORS and representatives, to warrant and forever defend the title to said real estate to said JOE JENNINGS, HIS 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 in hand paid ME , the said JOE JENNINGS

do hereby transfer and convey unto JAMES S. WAY , 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.