WE , the said H.W. MILLS AND WIFE, LEILA B. MILLS, , 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 $2,000.00 FIRE AND WINDSTORM, 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 H.W. MILLS AND WIFE, LEILA B. MILLS, , 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 H.W. MILLS AND WIFE, LEILA B. MILLS, 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 Davidsod County, Tennessee, and the title herein conveyed to RUFUS GANN, 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 JESSE T. ALLEN,

and H.W. MILLS AND WIFE, LEILA B. MILLS, , hereunto set our hands

at NASHVILLE, , Tennessee, this the 15TH day of MARCH , 19 46

JESSE T. ALLEN
H.W. MILLS
LEILA B. MILLS,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, C.B. TUCKER, , a Notary Public in and for said County and State, the within named JESSE T. ALLEN AND H.W. MILLS AND WIFE, LEILA B. MILLS,

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 , acknowledged the execution of the said instrument to have

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 15 day of MARCH 19 46.

My commission expires OCT. 7, 1947.

(Seal) C.B. TUCKER,
Notary Public.

U.S.R.S.$3.30

RECEIVED MAR. 16, 1946 AT 9;13 A.M.

N.

Number 52119
Recorded Mar. 19, 1946

F. E. Pfeiffer et ux to Geo. L. Bennett et ux

INSTALLMENT DEED

Book No. 1368

FOR AND IN CONSIDERATION of the sum of Four Hundred and no/100 DOLLARS

of which Ten and No/100 DOLLARS has been paid in cash by George Lankford Bennett and wife, Alice Elizabeth Bennett, the receipt of which is hereby acknowledged, and for the remainder Three Hundred and ninety and no/100 DOLLARS

the said G. L. Bennett and wife, A. E. Bennett have executed seventy-eight promisory notes of five dollars each plus interest. The first of these notes becoming due and payable the 25th day of August, 1945, and one each of the others the 25th day of each consecutive month thereafter until all are paid.

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 same to secure the same in full. This 2 day of June 1952

Attest: F. E. Parkinson
DEPUTY REGISTER

F. E. Pfeiffer

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 and for the said amount paid and to be paid F. E. Pfeiffer and wife, Clara A. Pfeiffer have this day bargained and sold, and do hereby transfer and convey, unto the said G. L. Bennett and wife, A. E. Bennett their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: A parcel of land extending in length the entire breadth of the east end of lot no.20 . The 15 foot alley along its eastern border having been widened to 25 feet to be known hereafter as East Lane, connecting Powell Street with a new 40 foot street, to be known as Pfeiffer Street. With the exception of these changes in road ways the Map of Alpine Terrace Subdivision, entered in book 421, page 131, R. O.D.C. shows the location of this property, which is more particularly described as follows:

Beginning at a stake marking the north boundary of Powell street with above East Lane, thence north with the west margin of said lane 280 feet to a stake in the south margin of Pfeiffer Street; thence west with said street 90 feet to a stake in the center of a wet weather branch thence south 150 feet to a stake; thence west 40½ feet to a stake in the east margin of a 15-foot alley; thence with said alley south 47½ feet to a stake marking a slight bend in the alley; thence south with said alley 69½ feet at right angles with Powell Street to a stake Thence with said street east, 106 feet, to a stake in Southeast corner of lot no. 20, the the point of beginning.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said G. L. Bennett and wife, A. E. Bennett, 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said G. L. Bennett and wife, A. E. Bennett, 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 G. L. Bennett and wife, A. E. Bennett do hereby transfer and convey unto R. M. Davidson , 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.