-- , the said -- , 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.

-- 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 -- 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 Granville Lewis and wife, Mary Louise Lewis , 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 three 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 Granville Lewis & wife, Mary Louise Lewis 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 Geo H. Jones 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 Fannie Neely & her husband Geo. C. Neely and Granville Lewis & wife, Mary Louise Lewis , hereunto set our hands at Nashville , Tennessee, this the 12th day of March , 19 46

Fannie Neely
George C. Neely
Granville Lewis
Mary Louise Lewis

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 Fannie Neely and her husband Geo. C. Neely and Granville Lewis and wife, Mary Louise Lewis 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 , 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 xx 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 13 day of March 19 46.

My commission expires Jan 4, 1949

(Seal) Fred K. Jones
Notary Public.

U.S.R.S. $1.65

Received Mar. 18, 1946 at 11:16 A.M.

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NUMBER 52198 RECORDED MARCH 19, 1946

A. R. RUSSELL AND HUSBAND, C. W. RUSSELL -- TO -- E. G. DOUBLEDAY JR. ET UX

INSTALLMENT DEED

Book No. 1368

FOR AND IN CONSIDERATION of the sum of SEVENTY FIVE HUNDRED AND NO/100 ($7500.00) DOLLARS of which TWENTY FIVE HUNDRED AND NO/100 ($2500.00) DOLLARS has been paid in cash by E. G. DOUBLEDAY JR. AND WIFE SARA SUE DOUBLEDAY , the receipt of which is hereby acknowledged, and for the remainder FIVE THOUSAND AND NO/100 ($5,000.00) DOLLARS the said E. G. DOUBLEDAY JR. AND WIFE SARA SUE DOUBLEDAY HAVE EXECOTED AND DELIVERED THEIR ONE CERTAIN PROMISORY NOTE, FOR THE PRINCIPAL OF $5,000, BEARING EVEN DATE WITH THIS CONVEYANCE, PAYABLE TO THE ORDER OF A. R. RUSSELL, AND DUE ON OR BEFORE 60 DAYS AFTER DATE, WITH INTEREST AFTER MATURITY AT THE RATE OF (6) PER CENT

I declare that I am the true and lawful holder of the claim secured by this instrument which is received, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 19th day of March 1946 A. R. Russell

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. R. RUSSELL AND HUSBAND C. W. RUSSELL,

have this day bargained and sold, and do hereby transfer and convey, unto the said E. G. DOUBLEDAY JR. AND WIFE SARA SUE DOUBLEDAY, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 56 ON THE MAP OF WOODMONT BOULEVARD SECTION OF MARENGO PARK, OF RECORD IN BOOK 1130, PAGE 2, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 56 FRONTS 75.6 FEET ON THE SOUTHEASTERLY SIDE OF MAJ. WILBUR FOSTER THOROUGHFARE AND RUNS BACK 160 FEET ON THE NORTHEASTERLY LINE AND 179 FEET ON THE SOUTHWESTERLY LINE TO A DEAD LINE ON WHICH IT MEASURES 75 FEET.

BEING PART OF THE PROPERTY CONVEYED TO A. R. RUSSELL BY DEED FROM JAMES E. CALDWELL AND COMPANY OF RECORD IN BOOK 1318 PAGE 147, SAID REGISTER'S OFFICE.

THE ABOVE DESCRIBED PROPERTY IS CONVEYED SUBJECT TO RESTRICTIVE COVENANTS OF RECORD IN BOOK 1113 PAGE 296 SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said E. G. DOUBLEDAY JR. AND WIFE SARA SUE DOUBLEDAY, 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 1945 S & C TAXES, WHICH HAVE BEEN PRO-RATED AND ASSUMED BY PURCHASERS. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said E. G. DOUBLEDAY JR. AND WIFE SARA SUE DOUBLEDAY, 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 E. G. DOUBLEDAY JR. AND WIFE SARA SUE DOUBLEDAY do hereby transfer and convey unto DOTSON BATSON , 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.