I , the said Agnes Caldwell Burchett , 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 $ 2550.00 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.

I 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 I 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 I , the said Agnes Caldwell Burchett , 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 I 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, I 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.

I 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. I 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 Agnes Caldwell Burchett 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 E. S. Lenning 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 Mrs. Ruby Lenning and husband Charles Lenning and Agnes Caldwell Burchett (a widow) , hereunto set our hands at Nashville , Tennessee, this the 1 day of April , 19 46

Mrs. Ruby Lenning
Charles Lenning
Agnes Caldwell Burchett

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, L. O. Hardaway , a Notary Public in and for said County and State, the within named Mrs. Ruby Lenning and Charles Lenning Agnes Caldwell Burchett 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 5th day of April 19 46.

My commission expires October 19, 1947

(Seal) L. O. Hardaway
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within named , the bargainor , with whom I am personally acquainted, and who acknowledged that 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 day of 19 .

My commission expires

(Seal)
Notary Public.

U.S.R.S. $4.40
Received Apr. 6, 1946 at 10:55 A.M.
S

INSTALLMENT DEED

Book No. 1369

FOR AND IN CONSIDERATION of the sum of ($1,000.00) ONE THOUSAND AND NO/100 DOLLARS of which TWO HUNDRED AND NO/100 DOLLARS has been paid in cash by GUY SMITH, TRUSTEE , the receipt of which is hereby acknowledged, and for the remainder OF EIGHT HUNDRED AND NO/100 DOLLARS the said GUY SMITH, TRUSTEE HAS EXECUTED HIS ONE PRINCIPAL PROMISSARY LIEN NOTE, DATED MARCH 21ST, 1946 IN THE SUM OF $800., WHICH IS DUE AND PAYABLE AS FOLLOWS, THERE BEING 80 MONTHLY PAYMENTS OF $10.00 EACH PLUS SIX PERCENT INTEREST PAYABLE ON THE ENTIRE UNPAID BALANCE AT EACH MONTHLY PAYING DATE, THE FIRST MONTHLY PAYMENT DUE ON OR BEFORE SIX MONTHS FROM DATE MAKING THE FIRST PAYMENT DUE SEPT 21ST 1946 OF BOTH INTEREST AND PRINCIPAL IN THE SUM OF $14.00 AND DECREASING FIVE CENTS EACH MONTH IF PAID PROMPTLY AT MATURITY---SAID NOTE PAYABLE TO J. M. WARREN AND J. P. GARLAND

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 18 day of May 1953
Attest: T. B. Wilson DEPUTY REGISTER
J. M. Warren
Witness: T. B. Wilson
A. Campbell

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, J. M. WARREN AND WIFE ELIZABETH WARREN AND J. P. GARLAND AND WIFE SARAH GARLAND

have this day bargained and sold, and do hereby transfer and convey, unto the said GUY SMITH, TRUSTEE, WITH FULL POWER TO SELL, MGT, TRANSFER, OR CONVEY OR WILL, WITHOUT THE JOINDER OF ANY BENEFICIARY, HIS and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO. 25 ON THE MAP OF THE PLAN OF THE SUBDIVISION OF LOTS NO. 4, 5, 6 AND PART OF LOTS NOS. 2 AND 3 OF THE MALLORY PLAN, OF RECORD IN BOOK 161, PAGE 55, R.O.D.C., TENN.

SAID LOT NO. 25 FRONTS 40 FEET ON THE NORTHERLY SIDE OF MOORE AVENUE AND RUNS BACK BETWEEN PARALLEL LINES ALONG THE EASTERLY MARGIN OF RAINS OR HAMILTON AVENUE, 128.7 FEET TO AN ALLEY IN THE REAR.

BEING PART OF THE SAME PROPERTY CONVEYED TO J. M. WARREN AND J. P. GARLAND, OF RECORD IN BOOK 1225, PG. 5, RODC, TENN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GUY SMITH, TRUSTEE, HIS SUCCESSORS 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 BY 1946 TAXES WHICH HAVE BEEN PROPRATED AND ASSUMED.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said GUY SMITH, TRUSTEE HIS SUCCESSORS & 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 ME in hand paid I , the said GUY SMITH, TRUSTEE do hereby transfer and convey unto W. RUFUS PARDUE , 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.