I , the said JOSEPH A. BURNS , 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 $ 1950.00 FIRE AND EXT. COVERAGE 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 JOSEPH A. BURNS , 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 JOSEPH A. BURNS, HIS 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 L. A. NEWMAN 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 HUBERT E. HUFFER AND WIFE, MALVINA R. HUFFER and JOSEPH A. BURNS , hereunto set our hands at , this the 21 day of MAY , 19 46

HUBERT E. HUFFER
MALVINA R. HUFFER
JOSEPH A. BURNS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOHN W. BEASLEY , a Notary Public in and for said County and State, the within named HUBERT E. HUFFER AND WIFE, MALVINA R. HUFFER 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 , 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 24 day of MAY 19 46.

My commission expires OCT. 4, 1949

(Seal) JOHN W. BEASLEY
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOHN W. BEASLEY , a Notary Public in and for said County and State, the within named JOSEPH A. BURNS the bargainor , with whom I am personally acquainted, and who acknowledged that HE 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 , 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 25 day of MAY 19 46.

My commission expires OCT. 4, 1949

U.S.R.S. $4.40

(Seal) JOHN W. BEASLEY
Notary Public.

RECEIVED MAY 28, 1946 AT 10:14 A.M.

INSTALLMENT DEED

Book No. 1369

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND NINE HUNDRED FIFTY AND NO/100 ($2950.00) DOLLARS and SIX HUNDRED AND NO/100 ($600.00) DOLLARS has been paid in cash by W.C. NEELY AND WIFE, TERESA LOUISE NEELY , the receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND THREE HUNDRED FIFTY AND NO/100 ($2350.00) DOLLARS the said W.C. NEELY AND WIFE, TERESA LOUISE NEELY HAVE ASSUMED AND HEREBY AGREE TO PAY A NOTE IN THE PRINCIPAL AMOUNT OF ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS ($1250.00) WITH INTEREST AT THE RATE OF 6 PER CENT PER ANNUM, WHICH NOTE IS PAYABLE IN MONTHLY INSTALLMENTS OF TWENTY-FIVE AND NO/100 DOLLARS ($25.00) EACH, INCLUDING PRINCIPAL AND INTEREST, AND IS FULLY DESCRIBED IN AND SECURED BY DEED OF TRUST EXECUTED BY HUBERT E. HUFFER AND WIFE, MALVINA R. HUFFER, TO L.A. NEWMAN, TRUSTEE, OF RECORD IN BOOK 1359, PAGE 565, REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE, AND FOR THE REMAINDER OF ONE THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($1100.00) THE SAID W.C. NEELY AND WIFE, TERESA LOUISE NEELY, HAVE EXECUTED AND DELIVERED TO THE SAID HUBERT E. HUFFER AND WIFE, MALVINA R. HUFFER, THEIR JOINT LIEN PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF ONE THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($1100.00) DUE AND PAYABLE ON OR BEFORE FIVE (5) YEARS FROM DATE AND BEARING INTEREST AT THE RATE OF 6 PER CENT PER ANNUM PAYABLE SEMI-ANNUALLY.

said notes 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, HUBERT E. HUFFER AND WIFE, MALVINA R. HUFFER

have this day bargained and sold, and do hereby transfer and convey, unto the said W.C. NEELY AND WIFE, TERESA LOUISE NEELY, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

AN UNNUMBERED LOT SHOWN ON THE PLAN OF HUMPHREY'S PIERCE'S ADDITION TO NORTHEAST NASHVILLE, AS OF RECORD IN BOOK 161 PAGE 20, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, BEING THE LOT MARKED "DOWER", ON PLAN OF RECORD IN PLAN BOOK 2, PAGE 94, CHANCERY COURT AT NASHVILLE DESCRIBED AS FOLLOWS:

BEGINNING IN THE WESTERLY MARGIN OF LISCHEY AVENUE OR NORTH 4TH STREET 49½ FEET SOUTHERLY FROM THE SOUTHERLY MARGIN OF WILBURN STREET; THENCE WESTERLY 155 FEET TO A POINT ON AN ALLEY 50 FEET SOUTHERLY FROM THE SOUTHERLY MARGIN OF WILBURN STREET; THENCE WITH SAID ALLEY SOUTHERLY 50 FEET TO THE CORNER OF THE DOWER LOT AND THE HOMESTEAD LOT OF THE WIDOW OF HUMPHREY PIERCE, DECEASED; THENCE EASTERLY WITH THE LINE BETWEEN SAID TWO LOTS, 155 FEET TO THE WESTERLY MARGIN OF NORTH 4TH STREET; THENCE WITH THE WESTERLY MARGIN OF NORTH 4TH STREET NORTHERLY 51½ FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO HUBERT E. HUFFER AND WIFE, MALVINA R. HUFFER, BY DEED FROM JOHN E. VANCE, SR AND WIFE, OF RECORD IN BOOK 1359 PAGE 565, REGISTER'S OFFICE.

I do hereby certify that I am the lawful holder of the claim secured by the instrument with received, and I authorize the cancellation thereof and discharge of the lien to secure the same in full. This ... day of ... 1950

Attest: J. P. Wilson DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W.C. NEELY AND WIFE, TERESA LOUISE NEELY 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 FOR 1946 TAXES WHICH THE PURCHASERS ASSUME AND AGREE TO PAY.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said W.C. NEELY AND WIFE, TERESA LOUISE NEELY, 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 at the maturity as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE , the said

do hereby transfer and convey unto L.A. NEWMAN , 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.