WE , the said WILLIAM C. SHIVERS AND WIFE, EDNA J. SHIVERS , 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 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 WILLIAM C. SHIVERS AND WIFE, EDNA J. SHIVERS , 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 , WILLIAM C. SHIVERS AND WIFE, EDNA J. SHIVERS 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 M. N. PERRY 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 CALLIE SELLEY, A WIDOW, AND ARTHUR SELLEY and WILLIAM C. SHIVERS AND WIFE, EDNA J. SHIVERS , hereunto set our hands at NASHVILLE , Tennessee, this the 20TH day of JUNE , 1946

CALLIE SELLEY
ARTHUR SELLEY
WILLIAM C. SHIVERS
EDNA J. SHIVERS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, C. E. SELLEY , a Notary Public in and for said County and State, the within named CALLIE SELLEY the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY SHE 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 20 day of JUNE 1946 .

My commission expires APRIL 5TH, 1949 (Seal) C. E. SELLEY Notary Public.

ILLINOIS , COOK

STATE OF ~~TENNESSEE, DAVIDSON~~ COUNTY.

Personally appeared before me, EDITH MOFFOT KUESTER , a Notary Public in and for said County and State, the within named ARTHUR SELLEY 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. CHICAGO, ILLINOIS

Witness my hand and official seal at ~~Nashville, Tennessee~~, this 10 day of JUNE 1946 .

My commission expires JULY 7, 1949 (Seal) EDITH MOFFOT KUESTER Notary Public

U.S.R.S. 3.30

RECEIVED JUNE 24, 1946 AT 11:40 A.M.
EK

NUMBER 62880 RECORDED JUNE 26, 1946

LOU S B. CLINE ET UX ---TO--- JAMES CALVIN CULP ET UX.

INSTALLMENT DEED

Book No. 1369

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of THREE THOUSAND ($3,000.00)------- DOLLARS cash in hand paid by FIVE HUNDRED ($500.00)----- DOLLARS the receipt of which is hereby acknowledged, and for the remainder JAMES CALVIN CULP AND MINNIE PEARL CULP , the said TWENTY-FIVE HUNDRED ($2,500.00)------ DOLLARS JAMES CALVIN CULP AND MINNIE PEARL CULP HAVE EXECUTED A NOTE IN THAT SUM OF EVEN DATE HEREWITH PAYABLE $19.78 DOLLARS PER MONTH, THE FIRST OF SAID PAYMENTS BEING DUE AND PAYABLE ON MONTH AFTER DATE AND A LIKE PAYMENT EACH MONTH THEREAFTER UNTIL, THE ENTIRE DEBT IS PAID; SAID PAYMENTS ARE TO BE CREDITED, FIRST TO INTEREST ON THE UNPAID BALANCE AT THE RATE OF FIVE (5%) PER CENT PER ANNUM, SECONDLY TO THE PAYMENT OF ANY UNPAID TAXES AND HAZARD INSURANCE PREMIUMS AND THE REMAINDER IS TO BE CREDITED TO THE UNPAID BALANCE.

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 LOUISE B. CLINE AND WIFE FRANCES MADDUX CLINE.

have this day bargained and sold, and do hereby transfer and convey, unto the said JAMES CALVIN CULP AND MINNIE PEARL CULP, TENANTS IN COMMON,

Tennessee, as follows: 2 THEIR heirs and assigns, certain real estate in Davidson County.

BEING THE SOUTH 15½ FEET OF LOT NO. 65 AND THE NORTH 18 FEET 10 INCHES ON LOT NO. 66 ON THE MAP OF HARDING'S FIRST ADDITION TO NASHVILLE, OF RECORD IN BOOK 19, PAGE 241, REGISTER'S OFFICE FOR SAID COUNTY.

SAID PART OF SAID LOTS FRONT 34 FEET 4 INCHES ON THE WESTERLY SIDE OF 12TH AVENUE, NORTH AND RUNS BACK BETWEEN PARALLEL LINES 166 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO LOUIS B. CLINE BY DEED FROM C. VERNON HINES, SUBSTITUTE TRUSTEE AS OF RECORD IN BOOK 1224, PAGE 169, SAID REGISTER'S OFFICE.

[illegible] recorded and hereby acknowledge [illegible] satisfaction thereof and discharge the same in full. This [illegible] day of [illegible] 1958

Attest: DEPUTY REGISTER

BY [illegible]

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES CALVIN CULP AND MINNIE PEARL CULP 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 JAMES CALVIN CULP AND MINNIE PEARL CULP, 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 JAMES CALVIN CULP AND MINNIE PEARL CULP do hereby transfer and convey unto C. VERNON HINES , 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.