I, the said BUENA H. MARTIN, 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 $ -,400.00 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 BUENA H. MARTIN, 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 BUENA H. MARTIN 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 ---- 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. CORA L. STEIN, HEREUNTO SET MY HAND AT BROOKLYN, NEW YORK and BUENA H. MARTIN, hereunto set our hands at NASHVILLE, Tennessee, this the 1_TH day of JUNE, 1946

*CERTIFICATE FILED IN KINGS COUNTY
KING CO CLK'S NO. 359 REG NO. 14658
MY COMMISSION EXPIRES MARCH 30, 1948.

MRS. CORA L. STEIN

BUENA H. MARTIN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MRS. MARGARET DOYLE, a Notary Public in and for said County and State, the within named BUENA H. MARTIN the bargainor, with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

AndXX, 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 29TH day of JUNE 1946.

My commission expires APRIL 12, 1949 (Seal) MRS. MARGARET DOYLE
Notary Public.

STATE OF ~~TENNESSEE, DAVIDSON~~ NEW YORK, KINGS COUNTY.

Personally appeared before me, ARTHUR SUCSY, a Notary Public in and for said County and State, the within named MRS. CORA L. STEIN, A WIDOW the bargainor, with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

~~And~~XX, 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,~~ BROOKLYN, NEW YORK this 24TH day of JUNE 1946.

My commission expires ARTHUR SUCSY NOTARY PUBLIC (Seal) ARTHUR SUCSY
Notary Public.

NASSAU COUNTY NASSAU COUNTY CLERK'S NO. 1654 SEE *
RECEIVED JULY 8, 1946 AT 9:10 A.M. - USHS $3.50 - DG

NUMBER 41443 RECORDED JULY 8, 1946

INSTALLMENT DEED

Book No. 1369

FOR AND IN CONSIDERATION of the sum of SEVEN THOUSAND FIVE HUNDRED AND FIFTY ($7,550.00) DOLLARS

[illegible] TWO THOUSAND AND FIFTY ($2,050.00) DOLLARS has been paid in cash by MARY ELIZABETH PACE, the receipt of which is hereby acknowledged, and for the remainder OF FIVE THOUSAND FIVE HUNDRED ($5,500.00) DOLLARS the said MARY ELIZABETH PACE AND LAURA VIRGINIA PACE, LAURA BROWN PACE AND LUCILLE PACE HAVE EXECUTED THEIR JOINT PROMISSORY NOTE IN THE AMOUNT OF $5,500.00 OF EVEN DATE HEREWITH, BEARING INTEREST FROM DATE AT THE RATE OF 5% PER ANNUM, PAYABLE IN 130 EQUAL MONTHLY INSTALLMENTS OF $43.50, EACH OF SAID INSTALLMENTS INCLUDING A PAYMENT ON THE PRINCIPAL AND ONE MONTH'S INTEREST AT 5% PER ANNUM ON THE UNPAID PRINCIPAL BALANCE, THE FIRST INSTALLMENT BECOMING DUE AND PAYABLE ON THE 15TH DAY OF AUG. 1946, AND ONE INSTALLMENT ON THE 15TH DAY OF EACH MONTH THEREAFTER,

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, 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, CLARA NICHOLS DUGGAN AND HELEN K. DUGGAN have this day bargained and sold, and do hereby transfer and convey, unto the said MARY ELIZABETH PACE, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING THE NORTHWESTERLY PART OF LOT NO. 59 ON THE PLAN OF C.R. HAYES' LARGE LOTS, CALLED "ROKERY", AS OF RECORD IN BOOK 21, PAGE 87, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT NO. 59 ON THE EASTERLY MARGIN OF 17TH AVENUE, SOUTH FORMERLY ADDISON STREET; THENCE WITH THE EASTERLY MARGIN OF SAID AVENUE, SOUTHWARDLY 55 FEET; THENCE EASTERLY 152½ FEET, MORE OR LESS, TO THE WESTERLY MARGIN OF AN ALLEY; THENCE WITH SAID ALLEY, NORTHWARDLY 55 FEET TO THE NORTHERLY LINE OF SAID LOT NO. 59; THENCE WITH SAID LINE, WESTWARDLY 152½ FEET, MORE OR LESS, TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO CLARA NICHOLS DUGGAN AND HELEN K. DUGGAN BY DEED OF ALLEN NORRIS AND WIFE DATED JUNE 30, 1945, AND RECORDED IN BOOK 1339, PAGE 50, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

... the lien and lawful holder of the claim secured by the ... recorded, and hereby acknowledge the satisfaction thereof and discharge of the ... secure the same in full. This 3 day of Sept 1951
[illegible signature]
Att: D.B. Wilson
DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MARY ELIZABETH PACE, HER 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 MARY ELIZABETH PACE, HER 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 -- in hand paid I, the said MARY ELIZABETH PACE, do hereby transfer and convey unto CHARLES C. TRABUE, JR., 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.