I , the said MISS JOSEPHINE ANDERSON , 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 ~~XXX~~ THE LOAN 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 MISS JOSEPHINE ANDERSON , 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 MISS JOSEPHINE ANDERSON 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 Davidson County, Tennessee, and the title herein conveyed to JOHN H. LECHLEITER , 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 accounting of settlement in~~ ~~relation to his proceedings.~~

In Witness Whereof, We, the said ANNETTE O. BALTZ AND HUSBAND JOHN P. BALTZ

and MISS JOSEPHINE ANDERSON , hereunto set our hands

at NASHVILLE , Tennessee, this the 4TH day of APRIL , 1946

ANNETTE O. BALTZ
JOHN P. BALTZ

MISS JOSEPHINE ANDERSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MRS. HILMAN BARNARD , a Notary Public in and for said County and State, the within named ANNETTE O. BALTZ AND HUSBAND JOHN P. BALTZ AND MISS JOSEPHINE ANDERSON

the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

~~XXX~~ X , of the said

having appeared before me privately and apart from husband , the said X X , acknowledged the execution of the said instrument to have been done by X 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 4TH day of APRIL , 1946 .

My commission expires JANUARY 8, 1949

(Seal) MRS. HILMAN BARNARD
Notary Public

RECEIVED APRIL 15, 1946 AT 1:00 P.M. - USRS $6.05 - DG

INSTALLMENT DEED

Book No. 1391

FOR AND IN CONSIDERATION of the sum of TWENTY TWO HUNDRED AND FIFTY AND NO/100 DOLLARS of which FOUR HUNDRED AND FIFTY AND NO/100 DOLLARS has been paid in cash by HAROLD GEE COX AND WIFE HELEN FLOYD COX , the receipt of which is hereby acknowledged, and for the remainder EIGHTEEN HUNDRED AND NO/100 DOLLARS the said HAROLD GEE COX AND WIFE HELEN FLOYD COX HAVE EXECUTED THEIR ONE HUNDRED PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF A. K. HILL, EACH IN THE PRINCIPAL SUM OF $18.00, ONTEREST ON THE ENTIRE BALANCE HAVING BEEN ADDED TO THE EACH OF THE SAID NOTES, MAKING THE FIRST ONE OF SAID NOTES IN THE TOTAL SUM OF $27.00, EACH NOTE REDUCES 9 CENTS UNDER THE PRECEDING NOTE, MAKING THE LAST OR 100 NOTE IN THE SUM OF $18.09. THE FIRST ONE OF THE SAID NOTES IS DUE AND PAYABLE ON THE 1ST DAY OF MAY 1946, AND ONE ON THE FIRST DAY OF EACH MONTH AFTER DATE UNTIL ALL ONE HUNDRED OF THE SAID NOTES HAVE BEEN PAID IN FULL. THE PURCHASER HEREIN SHALL NOT SELL OR IN ANYWISE ENCUMBER THE PREMISES SOLD HEREIN, UNTILL THE FULL AMOUNT OF THE INDEBTEDNESS, SECURED HEREBY HAS BEEN PAID IN FULL. AND IN CASE THE PURCHASERS SELL, OR ENCUMBER THE SAID PREMISES THE OWNERS AND HOLDERS OF THE NOTES SECURED HEREBY MAY DECLARE THE ENTIRE BALANCE DUE AND PAYABLE, BUT THE FAILURE ON THE PART OF THE OWNER AND HOLDER OF SAID NOTES TO TAKE ADVANTAGE OF ONE DEFAULT, SHALL NOT ACT AS A WAIVER OF THE RIGHT TO TAKE ADVANTAGE OF ANY SUBSEQUENT BREACH OR DEFAULT, THE RIGHT BEING A CONTINUING ONE.

MATURITY

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 A. K. HILL AND WIFE SALLIE HILL have this day bargained and sold, and do hereby transfer and convey, unto the said HAROLD GEE COX AND WIFE HELEN FLOYD COX, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PARTS OF LOTS 10 AND 9 OF BLOCK 8, DABBS AND ELLIOTTS SUBDIVISION AS PER PLAT OF RECORD IN BOOK 547, PAGE 97, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
SAID PART OF LOT NO. 10, BEING THE SOUTHEASTERLY 28 FEET OF SAID LOT, AND RUNS BACK BETWEEN PARALLEL LINES 88 FEET TO A DEAD LINE.
SAID PART OF LOT NO. 9, BEING THE NORTHEASTERLY 8 FEET OF SAID LOT, AND RUNS BACK BETWEEN PARALLEL LINES 88 FEET TO A DEAD LINE.
SAID PARTS OF SAID LOTS 10 AND 9 FRONT TOGETHER ON THE WESTERLY SIDE OF 30TH STREET, IN OLD HICKORY, AND EXTEND BACK BETWEEN PARALLEL LINES 88 FEET TO A DEAD LINE.
SAID PROPERTY IS SOLD SUBJECT TO ALL THE RESTRICTIVE COVENANTS AND RESTRICTIONS PLACED ON OR AGAINST THE LAND IN THE DEED FROM THE LIFE AND CASUALTY INSURANCE COMPANY, TO A. K. HILL, AND REFERENCE IS HERE MADE TO SAID DEED FOR SAID COVENANTS AND RESTRICTIONS, SAID DEED BEING RECORDED IN BOOK 1142, PAGE 91, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
SAID PROPERTY IS SOLD SUBJECT TO THE RULES AND REGULATIONS OF THE O.P.A. AND POSSESSION IS TO BE GIVEN UNDER SAID RULES.

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 9 day of April 1953

Attest: T B Wilson DEPUTY REGISTER

Andrew J. Doyle Trustee

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HAROLD GEE COX AND WIFE, HELEN FLOYD COX 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 HAROLD GEE COX AND WIFE HELEN FLOYD COX, 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 HAROLD GEE COX AND WIFE HELEN FLOYD COX do hereby transfer and convey unto ANDREW J. DOYLE , 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.