WE , the said JOHN F. HARDCASTLE AND MATTIE L. HARDCASTLE , 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 $ --- 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 JOHN F. HARDCASTLE AND MATTIE L. HARDCASTLE , 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 JOHN F. HARDCASTLE AND MATTIE L. HARDCASTLE 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 M. CATE , 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 IRVINE G. CHASE, TRUSTEE AND INDIVIDUALLY MATTIE L. CHASE and JOHN F. HARDCASTLE AND MATTIE L. HARDCASTLE , hereunto set our hands at NASHVILLE , Tennessee, this the 5TH day of APRIL , 1943

IRVINE G. CHASE, TRUSTEE
MATTIE LEE CHASE
IRVINE G. CHASE
JOHN F. HARDCASTLE
MATTIE L. HARDCASTLE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, GEORGE F. CRANOR , a Notary Public in and for said County and State, the within named IRVINE G. CHASE, TRUSTEE, IRVINE G. CHASE, AND WIFE, MATTIE L. CHASE, AND JOHN F. HARDCASTLE AND WIFE, MATTIE L. HARDCASTLE the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

XXXX

XXXX of the said

having appeared before me privately and apart from husband , the said

XXX

XXXX , 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. XXXX

Witness my hand and official seal at Nashville, Tennessee, this 5TH day of APRIL , 1943 .

My commission expires 10-5-45

(Seal) GEORGE F. CRANOR

Notary Public

U.S.R.S. $0.55

RECEIVED MAY 11, 1946 AT 9:48AM MDH

INSTALLMENT DEED

Book No. 1391

FOR AND IN CONSIDERATION of the sum of 5,500.00 FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS of which TWO THOUSAND AND NO/100 ($2,000.00)----- DOLLARS has been paid in cash by TINA ALEXANDER (UNMARRIED , the receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND FIVE HUNDRED AND NO/100 ($3,500.00) -------- DOLLARS the said TINA ALEXANDER (UNMARRIED) HAS THIS DATE EXECUTED ONE NOTE IN THE PRINCIPAL SUM OF THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00), WHICH NOTE IS INCORPORATED HEREIN BY REFERENCE, PAYABLE TO THE ORDER OF BERTIE LOU MCCANN, AND BEARING INTEREST AT THE RATE OF SIX PER CENT PER ANNUM SAID NOTE SHALL BE PAYABLE IN MONTHLY INSTALLMENTS AS FOLLOWS; NAMELY: ON THE 1ST DAY OF JUNE 1946, THE SUM OF THIRTY-FIVE AND NO/100 DOLLARS ($35.00), WITH INTEREST AT THE RATE OF SIX PER CENT PER ANNUM, AND A LIKE AMOUNT ON THE 1ST DAY OF EACH SUCCEEDING MONTH THEREAFTER, WITH INTEREST AT THE RATE OF SIX PER CENT PER ANNUM ON THE UNPAID BALANCE, UNTIL FULLY PAID. PRIVILEGE IS RESERVED OF PAYING ANY NUMBER OF SAID MONTHLY PAYMENTS OR THIS NOTE MAY BE PAID IN FULL AT ANY TIME.

~~XXXX~~ 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, BERTIE LOU MCCANN AND HUSBAND, G. H. MCCANN

have this day bargained and sold, and do hereby transfer and convey, unto the said

TINA ALEXANDER (UNMARRIED) HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 16 OF BLOCK "B" ON THE PLAN OF LINDSLEY HOME PLACE, AS OF RECORD IN PLAN BOOK 2, PAGE 92, CHANCERY COURT OF NASHVILLE.

SAID LOT NO. 16 FRONTS 50 FEET ON THE NORTHERLY SIDE OF HOLLY STREET, FORMERLY CHADWELL AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 130 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO BERTIE LOU MCCANN, BY DEED FROM THIRD NATIONAL BANK IN NASHVILLE, OF RECORD IN BOOK 1088, PAGE 198, REGISTER'S OFFICE FOR SAID COUNTY.

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 8 day of Sept. 1954

Attest: E. J. Gibson DEPUTY REGISTER

First American Nat'l Bk
by W. Templeman
A. Cashier

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said TINA ALEXANDER (UNMARRIED 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 TINA ALEXANDER (UNMARRIED) 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 ME in hand paid I , the said TINA ALEXANDER (UNMARRIED)

do hereby transfer and convey unto C. E. HARLAN , 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.