I, the said JAMES H. MURPHY, 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.

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 JAMES H. MURPHY, 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 JAMES H. MURPHY 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 C. A. ROSS, 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 JAMES H. MURPHY CEASED and MRS. ALICE S. OVERTON, AS EXECUTRIX OF THE ESTATE OF JOHN OVERTON, DE, hereunto set our hands at NASHVILLE, Tennessee, this the 31 day of DECEMBER, 19 45

ALICE S. OVERTON EXECUTRIX OF THE ESTATE OF JOHN OVERTON, DECEASED

JAMES H. MURPHY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LITTELL RUST, a Notary Public in and for said County and State, the within named MRS. ALICE S. OVERTON, AS EXECUTRIX OF THE ESTATE OF JOHN OVERTON, DECEASED AND JAMES H. MURPHY, UNMARRIED the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

XXX

XXX

having appeared before me privately and apart from husband, the said XXX, acknowledged the execution of the said instrument to have been done by XXX freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed XXX

Witness my hand and official seal at Nashville, Tennessee, this 31ST day of DECEMBER, 19 45.

My commission expires JAN. 18, 1949 (Seal) LITTELL RUST Notary Public

U.S.R.S. $7.70

RECEIVED MAY 23, 1946 AT 2:06PM MDH

INSTALLMENT DEED

Book No. 1391

FOR AND IN CONSIDERATION of the sum of $700.00 SEVEN-HUNDRED AND NO/100----- DOLLARS of which ONE-HUNDRED-FORTY-THREE ($143.00) AND NO/100----- DOLLARS has been paid in cash by W. R. TYLER AND WIFE ANNIE LEE TYLER, the receipt of which is hereby acknowledged, and for the remainder $557.00 FIVE HUNDRED-FIFTY-SEVEN AND NO/100 DOLLARS the said W. R. TYLER AND WIFE ANNIE LEE TYLER HAVE EXECUTED THEIR 56 JPINT MONTHLY PROMISSORY NOTES OF EVEN DATE HEREWITH THE FIRST 55 OF SAID NOTES ARE EACH IN THE PRINCIPAL SUM OF TEN ($10.00) DOLLARS AND ONE THE LAST NOTE FOR SEVEN ($7.00) DOLLARS, THE FIRST OF SAID NOTES DUE AND PAYABLE ON JUNE 20TH 1946 AND THE OTHERS ON OR BEFORE THE 20TH DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL ARE PAID ALL DUE AND PAYABLE TO D. E. ARRINGTON AND WIFE ROSA L. ARRINGTON OR ORDER

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 20 day of June, 1953,

Attest: T. J. Wilson II DEPUTY REGISTER

Rosa L. Arrington

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

WE, D. E. ARRINGTON AND WIFE ROSA L. ARRINGTON

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

W. R. TYLER AND WIFE ANNIE LEE TYLER THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF LOT NO. 61 ON THE MAP OF BORDEAUX A SUBDIVISION OF J. E. CURTIS HILL BORDEAUX DAVIDSON COUNTY TENNESSEE, NOT OF RECORD, BUT DESCRIBED ACCORDING TO A SURVEY MADE BY LEWIS D. JUSTICE, SURVEYOR, SEPTEMBER 14TH 1944.

BEGINNING IN THE CENTER OF CURTIS AVENUE, AND BEING 405 FEET WESTERLY FROM THE CENTER OF SAID CURTIS AVENUE AND THE NORTHERLY LINE OF TERRACE AVENUE; THENCE WITH THE CENTER OF SAID CURTIS AVENUE AND WESTWARDLY 75 FEET TO A POINT AND BEING THE WESTERLY BOUNDARY LINE OF SAID LOT NO. 61; THENCE WITH SAID WESTERLY BOUNDARY LINE AND SOUTHERLY 362 FEET TO THE NORTHERLY MARGIN OF TERRACE AVENUE; THENCE WITH SAID TERRACE AVENUE AND EASTERLY 75 FEET TO A POINT; THENCE NORTHERLY 355 FEET, MORE OR LESS TO THE CENTER OF SAID CURTIS AVENUE THE PLACE OF THE BEGINNING.

THIS BEING PART OF THE PROPERTY CONVEYED TO D. E. ARRINGTON AND WIFE ROSA L. ARRINGTON BY DEED FROM GLENN H. CURTIS AND WIFE RUTH D. CURTIS, ON SEPTEMBER 14TH, 1944, SEE DEED OF RECORD IN BOOK 1323, PAGE 304, SAID REGISTER'S OFFICE.

NOTE THE SELLERS WILL PAY 4 AND 2/3 MONTH OF 1946 TAXES AND WITH THIS ADJUSTMENT, THEN THE PURCHASERS WILL ASSUME THE PAYMENT OF SAID TAXES.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W. R. TYLER AND WIFE ANNIE LEE TYLER 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 W. R. TYLER AND WIFE ANNIE LEE TYLER 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 W. R. TYLER AND WIFE ANNIE LEE TYLER do hereby transfer and convey unto GEO. H. JONES, 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.