We , the said JIM BROOKS AND WIFE, INEZ BROOKS , 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 JIM BROOKS AND WIFE, INEZ BROOKS , 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 outcery, 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 JIM BROOKS AND WIFE, INEZ BROOKS 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 G. S. ALFORD 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 S. B. ALFORD AND HUSBAND I. ALFORD

and JIM BROOKS AND WIFE, INEZ BROOKS , hereunto set our hands

at NASHVILLE , Tennessee, this the 25 day of MAY , 19 46 .

S. B. ALFORD

I. ALFORD

JIM BROOKS

INEZ BROOKS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, A. M. TENISON , a Notary Public in and for said County and State, the within named S. B. ALFORD AND HUSBAND, I. ALFORD, JIM BROOKS AND WIFE, INEZ BROOKS

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

And X , of the said X having appeared before me privately and apart from X husband , the said 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 3RD day of JUNE , 1946 .

My commission expires APRIL 5, 1949

(Seal) A. M. TENISON

Notary Public

USRS. $2.75

RECEIVED JUNE 4TH, 1946 AT 9:21 A.M. MRH.

NUMBER 60527 RECORDED JUNE 6, 1946

LOUISE B. CATHCART -TO- JAMES J. FERGUSON ET UX

V R.H

INSTALLMENT DEED

Book No. 1392

FOR AND IN CONSIDERATION of the sum of Seven Thousand ($7,000.00) and no/100 DOLLARS of which Four Thousand ($4,000.00) and no/100 DOLLARS has been paid in cash by James J. Ferguson and wife, Zulan Brown Ferguson , the receipt of which is hereby acknowledged, and for the remainder Three Thousand ($3,000.00) and no/100 DOLLARS the said James J. Ferguson and wife, Zulah Brown Ferguson have executed their one joint promissory note, of even date herewith, for $3,000.00, payable in 120 monthly installments of $25.00 each, with interest at the rate of 5% per annum, payable monthly, making the first for $37.50 and each installment thereafter decreasing 10 and 11 cents alternately; the first installment falling due July 1, 1946, and the others monthly thereafter, and said note is payable to the order of Louise B. Cathcart.

A vendor's lien lien is expressly retained herein to secure the payment of said note; however, it is understood and agreed by and between the parties hereto that said note shall be secondary and subordinate to a debt of $4,000.00, evidenced by a note for said amount, with interest to be secured by a deed of trust executed by James J. Ferguson and wife, Zulan Brown Ferguson to ---- , Trustee.

~~all of said notes bearing six per cent interest from date and providing for payment of~~ ~~principal and interest, as herein set forth are secured by a lien of even date herewith~~

I, Louise B. Cathcart, a widow

have this day bargained and sold, and do hereby transfer and convey, unto the said James J. Ferguson and wife, Zulah Brown Ferguson, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the southerly half of lot No. 71 on the Map of the Kenner-Manor Land Company's Second Subdivision of the Kenner Tract, as of record in book 421, page 100, Register's Office for said County. Said part of lot No. 71 fronts 50 feet on the westerly side of Kenner Avenue and runs back between parallel lines 200 feet to a dead line. Being part of the property conveyed to Louise B. Cathcart by deed from J.W. Cathcart of record in book 754, page 692, said Register's Office.

Taxes for 1946, pro-rated, and assumed by the purchaser.

An easement for a joint driveway is herby reserved thru, over and across the northerly five feet of said land, and said grantee shall likewise have an easement thru, over and across the southerly five feet of the land of the vendor adjoining the same, said ten feet to be used as a joint driveway.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said James J. Ferguson and wife, Zulah Brown Ferguson, their heirs and assigns, forever, I covenant that I am lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said James J. Ferguson and wife, Zulah Brown Ferguson, 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 J. Ferguson and wife, Zulah Brown Ferguson do hereby transfer and convey unto William O. Lee , 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.