WE , the said JAMES C. POWERS AND WIFE RUBY F. POWERS , 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 $ INSURABLE VALUE 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 JAMES C. POWERS AND WIFE RUBY F. POWERS , 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 JAMES C. POWERS AND WIFE RUBY F. POWERS, THEIR 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 JOSEPH C. EAVES , 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 ROY S. RAGAN AND WIFE MAI MATHIS RAGAN and JAMES C. POWERS AND WIFE, RUBY F. POWERS , hereunto set our hands at , Tennessee, this the 6TH day of JUNE , 1946

ROY S. RAGAN
MAI MATHIS RAGAN

JAMES C. POWERS
RUBY F. POWERS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE L. RYE , a Notary Public in and for said County and State, the within named ROY S. RAGAN AND WIFE MAI MATHIS RAGAN AND JAMES C. POWERS AND WIFE RUBY F. POWERS the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

~~Each~~ , 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 11TH day of JUNE , 1946 .

My commission expires JANUARY 22, 1949

(Seal) LOUISE L. RYE
Notary Public

RECEIVED JUNE 19, 1946 AT 3:08 P.M. - USRS $2.20 - DG

INSTALLMENT DEED

Book No. 1392

FOR AND IN CONSIDERATION of the sum of TWENTY TWO THOUSAND AND NO/100 ($22,000.00) , DOLLARS of which ELEVEN THOUSAND AND NO/100 ($11,000.00) DOLLARS has been paid in cash by J. F. AHEARN AND WIFE MATTIE SUE AHEARN , the receipt of which is hereby acknowledged, and for the remainder ELEVEN THOUSAND AND NO/100 ($11,000.00) DOLLARS the said J. F. AHEARN AND WIFE MATTIE SUE AHEARN HAVE EXECUTED AND DELIVERED THEIR JOINT PROMISSORY NOTE OF EVEN DATE HEREWITH PAYABLE TO EBEN S. CARVER AND WIFE CARRIE L. CARVER, SAID NOTE BEING PAYABLE IN INSTALLMENTS OF $2,000.00 EACH DUE ONE, TWO, THREE AND FOUR YEARS AFTER DATE AND THE REMAINDER $3,000.00 DUE FIVE YEARS AFTER DATE, WITH INTEREST AT 4% PER ANNUM PAYABLE SEMI-ANNUALLY, PRIVILEGE IS RESERVED TO PAY $1,000.00 OR ANY MULTIPLE THEREOF ON ANY ANNIVERSARY DATE AND THEREBY DECREASING THE INTEREST FOR THE AMOUNT PAID.

~~Be it known~~ 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 4 day of June 1951. 1951.
Attest: J. McGregory, DEPUTY REGISTER — Carrie L. Carver

FOUR

~~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 EBEN S. CARVER AND WIFE CARRIE L. CARVER,

have this day bargained and sold, and do hereby transfer and convey, unto the said J. F. AHEARN AND WIFE MATTIE SUE AHEARN -- heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING THE WESTERLY 100 FEET OF LOT NO. 33 ON THE PLAN OF E. L. HAMPTON'S SUBDIVISION, CALLED HILLSBORO HEIGHTS, NOT OF RECORD, AND DESCRIBED ACCORDING TO A SURVEY MADE DECEMBER 26, 1912 AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY MARGIN OF WOODMONT BOULEVARD, FORMERLY CONCRETE BOULEVARD, AT A POINT 800 FEET WEST OF THE CENTER LINE OF 23RD AVENUE SOUTH; THENCE NORTHERLY 369.5 FEET MORE OR LESS TO THE SOUTHERLY LINE OF LOT NO. 25; THENCE WITH THE SOUTHERLY LINE OF LOT NO. 25, 100 FEET WESTERLY, TO THE COMMON CORNER OF LOTS NOS. 25,26,32 AND 33; THENCE WITH THE LINE BETWEEN LOTS NOS. 32 AND 33, SOUTHERLY 369.7 FEET MORE OR LESS TO THE NORTHERLY MARGIN OF WOODMONT BOULEVARD: THENCE WITH THE MARGIN OF THE SAME EASTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO EBEN S. CARVER AND WIFE, CARRIE L. CARVER, BY DEED FROM LIFE & CASUALTY INSURANCE COMPANY, OF RECORD IN BOOK 1058, PAGE 238, REGISTER'S OFFICE FOR SAID COUNTY. SUBJECT TO RESTRICTIONS IN BOOK 662, PAGE 807, SAID REGISTER'S OFFICE AND TO RESTRICTIVE COVENANT CONTAINED IN THE DEED FROM LIFE & CASUALTY INSURANCE COMPANY TO EBEN S. CARVER AND WIFE, DATED FEB. 21, 1938, OF RECORD IN BOOK 1058, PAGE 238 AS FOLLOWS: NO BUILDING SHALL BE CONSTRUCTED ON ABOVE TRACT NEARER THAN 125 FEET TO WOODMONT BOULEVARD.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J. F. AHEARN AND WIFE, MATTIE SUE AHEARN, 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. EXCEPT AS DESCRIBED ABOVE AND 1946 TAXES WHICH HAVE BEEN PRORATED AND ASSUMED BY THE GRANTEES HEREIN. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said J. F. AHEARN AND WIFE, MATTIE SUE AHEARN, 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 J. F. AHEARN AND WIFE MATTIE SUE AHEARN do hereby transfer and convey unto MARVIN G. HALL , 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.