WE , the said J. F. AHEARN AND WIFE MATTIE SUE AHEARN , 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 J. F. AHEARN AND WIFE MATTIE SUE AHEARN , 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 J. F. AHEARN AND WIFE MATTIE SUE AHEARN, 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 MARVIN O. HALL , 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 EBEN S. CARVER AND WIFE CARRIE L. CARVER and J. F. AHEARN AND WIFE MATTIE SUE AHEARN , hereunto set our hands at Nashville, Tennessee this the 18TH day of JUNE , 1946

EBEN S. CARVER.
CARRIE L. CARVER

J. F. AHEARN
MATTIE SUE AHEARN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LENORA UNDERWOOD , a Notary Public in and for said County and State, the within named EBEN S. CARVER AND WIFE CARRIE L. CARVER AND J. F. AHEARN AND WIFE MATTIE SUE AHEARN the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And , 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 18TH day of JUNE , 1946.

My commission expires JANUARY 11, 1950 (Seal) LENORA UNDERWOOD
Notary Public

RECEIVED JUNE 19, 1946 AT 11:31 A.M. - USRS $24.20 - DG

NUMBER 62409 RECORDED JUNE 21, 1946
JAMES W. HOFSTETTER -TO- W. F. RUCKER ET UX

INSTALLMENT DEED

Book No. 1392

FOR AND IN CONSIDERATION of the sum of Six Thousand One Hundred and Fifty ($6,150.00) DOLLARS of which One Thousand Nine Hundred ($1900.00) DOLLARS has been paid in cash by the grantees herein , the receipt of which is hereby acknowledged, and for the remainder of Four Thousand Two Hundred and Fifty ($4,250.00) DOLLARS the said grantees, W.F. Rucker and wife, Anna Sloan Rucker have executed their joint promissory lien note of even date herewith in said amount, payable to the order of James W. Hofstetter, same being payable at the rate of $50.00 per month on the 19th day of each month after date commencing July 19th 1946, said payments including interest to date of payment on the unpaid balance at the rate of 5 per cent per annum and the balance credited to principal, with the privilege reserved of paying any number of said monthly payments or paying the note in full not due in the inverse order of their maturity, said note bearing interest on any paying date, such payments to be credited to the installments from this date until maturity at the rate of 5 per cent per annum, and thereafter bearing 6 per cent per annum interest from maturity.

I declare that I am the true and lawful owner 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 26 day of Dec 1952
Attest: E. Nelson DEPUTY REGISTER J. W. Hofstetter

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

I, James W. Hofstetter, an unmarried man,

have this day bargained and sold, and do hereby transfer and convey, unto the said W. F. Rucker and wife, Anna Sloan Rucker, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the easterly part of a certain lot maked "Reserved" and lying north of Lot No. 21 on the Map of H.G. McNabb's Subdivision, as of record in Book 1130, page 64, Register's Office for said County. Said lot herein conveyed fronts 75 feet on the southerly side of Timmons Street and extends back 176 feet to the northerly margin of Lot No. 21, measuring 71 feet thereon. Being the same property conveyed to the grantor herein by deed from G.W. Young, et ux, of record in Book 1403, page 121, Register's Office for said County.

Said property is conveyed subject to any zoning ordinances, and also subject to 1946 taxes which are assumed by the grantees herein and subject to the restrictive covenants contained in an instrument of record in Book 1318, page 626, said Register's Office.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said grantees, 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, except as aforestated. I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said grantees, 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. F. Rucker and wife, Anna Sloan Rucker do hereby transfer and convey unto E. T. Hollins Jr., , 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.