WE , the said C.E.HOLCOMB AND WIFE, MYRTLE HOLCOMB, , 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 C.E.HOLCOMB AND WIFE, MYRTLE HOLCOMB, , 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 C.E.HOLCOMB AND WIFE, MYRTLE HOLCOMB, 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 L.J.CLARK, 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 R.W.CREIGHTON AND WIFE, CLARA HARGRAVE CREIGHTON AND JOHN W.LITTLE AND WIFE, EDNA GUNN LITTLE, and C.E.HOLCOMB AND WIFE, MYRTLE HOLCOMB, , hereunto set our hands at NASHVILLE, , Tennessee, this the 28TH day of JULY , 1939 .

R.W.CREIGHTON

CLARA HARGRAVE CREIGHTON

JOHN W. LITTLE

EDNA GUNN LITTLE

C.E.HOLCOMB

MRS.MYRTLE HOLCOMB

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H.A.VANTREASE, , a Notary Public in and for said County and State, the within named R.W.CREIGHTON AND WIFE, CLARA HARGRAVE CREIGHTON AND JOHN W.LITTLE AND WIFE, EDNA GUNN LITTLE, AND C.E.HOLCOMB AND WIFE, MYRTLE HOLCOMB, the bargainors , 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 having appeared before me privately and apart from X husband , the said , 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 - day of AUGUST 19 39.

My commission expires 4/30/41.

(Seal) H.A.VANTREASE, Notary Public.

U.S.R.S $0.50.

RECD SEPT.25, 1939 AT 10:52 A.M.

MM

INSTALLMENT DEED

Book No. 794

FOR AND IN CONSIDERATION of the sum of NINE HUNDRED AND ONE AND 00/100 ($ 901.00) DOLLARS

of which ONE AND 00/100 ($1.00) DOLLARS has been paid in cash by JAMES K.DAVIS AND WIFE, WILLIE MAI DAVIS, , the receipt of which is hereby acknowledged, and for the remainder NINE HUNDRED AND 00/100 ($ 900.00) DOLLARS the said JAMES K.DAVIS AND WIFE, WILLIE MAI DAVIS,

HAVE ISSUED THEIR ONE NOTE, THE PRINCIPAL SUM FOR NINE HUNDRED AND 00/100 ($ 900.00) DOLLARS, PAYABLE TO ARTHUR V. OR MAY A.NEWMAN IN NINETY EQUAL INSTALLMENTS OF TEN AND 00/100 ($ 10.00) DOLLARS, BEGINNING OCTOBER 15, 1939 AND THE BALANCE ON THE 15TH DAY OF MARCH 1947, TOGETHER WITH INTEREST FROM DATE UNTIL PAID AT THE RATE OF 6% PER ANNUM, PAYABLE MONTHLY AT THE SAME TIME SAID PRINCIPAL PAYMENTS FALL DUE. PURCHASERS ASSUME ALL TAXES ASSESSED AGAINST THIS PROPERTY FOR 1939.

SEPT.15, 1939

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's fees, a lien is expressly retained on the land herein conveyed ~~&~~ INSTALLMENTS

ARTHUR V.NEWMAN AND WIFE, MARY A.NEWMAN,

have this day bargained and sold, and do hereby transfer and convey, unto the said JAMES K. DAVIS AND WIFE, WILLIE MAI DAVIS, -- heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.915 AND THE EASTERN 10 FEET OF LOT NO.917 OF BLOCK 140, PLAN NO.1 OF WEST NASHVILLE, TENNESSEE, WHICH IS OF RECORD IN BOOK 57, PAGES 74 AND 75, REGISTERS OFFICE, DAVIDSON COUNTY, TENNESSEE.

SAID LOT AND PART OF LOT JOIN AND FRONT TOGETHER 35 FEET ON THE NORTH SIDE OF KENTUCKY AVE., AND RUN BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY, BEING THE SAME PROPERTY CONVEYED TO ARTHUR V.NEWMAN AND WIFE, MARY A.NEWMAN BY THE NASHVILLE TRUST CO. DEED OF RECORD BOOK 1079, PAGE 628, OF THE REGISTERS OFFICE, DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES K.DAVIS AND WIFE, WILLIE MAI DAVIS, -- heirs and assigns forever, and 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.

AND WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JAMES K.DAVIS AND WIFE, WILLIE MAI DAVIS, 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 ME in hand paid TO , the said JAMES K.DAVIS AND WIFE, WILLIE MAI DAVIS, do hereby transfer and convey unto W.RUFUS PARDUE, , 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.

A Test: Arthur V. Newman

Deputy Register

This 14 day of April 1946

I claim the sum of $ as the true and lawful holder of the claim secured by the instrument for the purpose of procuring the same in full. This day of 1946