WE, the said COLONEL DAVENPORT AND WIFE FANNIE B. DAVENPORT, , 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 $ 1500.BOTH TORNADO & FIRE 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 COLONEL DAVENPORT AND WIFE FANNIE B. DAVENPORT, , 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, IF 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 COLONEL DAVENPORT AND WIFE FANNIE B. DAVENPORT, 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 W.H. PERRY 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 ALONZO C. HOLT AND WIFE RUBY LEE HOLT,

and COLONEL DAVENPORT AND FANNIE B. DAVENPORT, , hereunto set our hands

at NASHVILLE , Tennessee, this the 25 day of NOV. , 1939 .

ALONZO C.HOLT,
RUBY LEE HOLT,
COLONEL DAVENPORT
FANNIE D. DAVENPORT,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, B.R.KENNEDY , a Notary Public in and for said County and State, the within named ALONZO C. HOLT AND WIFE RUBY LEE HOLT AND COLONEL DAVENPORT AND WIFE FANNIE B.DAVENPORT. 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 27 day of NOVEMBER 19 39

My commission expires JULY 10, 1943.

(Seal) B.R.KENNEDY
Notary Public.

U.S.R.S $3.00
RECEIVED NOVEMBER 28TH, 1939 AT 10;12. A.M.

INSTALLMENT DEED

Book No. 794

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND EIGHT HUNDRED SEVENTY AND NO/100 ($4,870.00) DOLLARS of which FIVE HUNDRED ONE AND 05/100 ($501.05) - - - - - - - - - DOLLARS has been paid in cash by EMILY S. KILLEBREW , the receipt of which is hereby acknowledged, and for the remainder PART OF THE said THE SAID EMILY S. KILLEBREW ASSUMES AND AGREES TO PAY THE BALANCE OF $3,458.95 ~~DOLLARS~~ OF AN ORIGINAL INDEBTEDNESS OF $4,000.00 EVIDENCED BY A NOTE DATED MAY 15, 1936 AND PAYABLE IN MONTHLY INSTALLMENTS WITH INTEREST AND SECURED BY DEED OF TRUST EXECUTED BY HARRY HEDRICK JR, AND WIFE TO E. E. MURREY, TRUSTEE, OF RECORD IN BOOK 992, PAGE 308 OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE; AND FOR THE BALANCE OF NINE HUNDRED TEN ($910.00) AND NO/100 DOLLARS THE SAID EMILY S. KILLEBREW AND HUSBAND, JAMES G. KILLEBREW HAVE EXECUTED THEIR TWENTY JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, IN THE SUM OF $45.50 EACH, DUE QUARTERLY AFTER DATE RESPECTIVELY AND PAYABLE TO THE ORDER OF HARRY HEDRICK, JR.

all of said notes bearing FIVE 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 expresly retained on the land herein conveyed

WE, HARRY HEDRICK JR, AND WIFE, KATHERINE LEATH HEDRICK

have this day bargained and sold, and do hereby transfer and convey, unto the said EMILY S. KILLEBREW, HER heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING LOT NO. 41 AND THE NORTHERLY 5 FEET OF LOT NO. 42 ON THE MAP OF BRANSFORD REALTY COMPANY'S SUBDIVISION OF LOTS NOS. 8, 10, 11, 12, AND PART OF 9 IN BLOCK "E" AND LOTS NOS. 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 AND PART OF 8 IN BLOCK "F" AND LOTS NOS. 6 TO 23 INCLUSIVE IN BLOCK "G" IN WHITLAND REALTY COMPANY'S SUBDIVISION AS OF RECORD IN BOOK 547, PAGE 53, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 41 AND PARTOF LOT NO. 42 FRONT TOGETHER 60 FEET ON THE WESTERLY SIDE OF CARDEN AVENUE AND EXTEND BACK BETWEEN PARALLEL LINES 200 FEET TO A DEAD LINE.

BEING THE SAME PROPERTY CONVEYED TO HARRY HEDRICK, JR BY DEED FROM W. B. SNEED, SR, TRUSTEE, OF RECORD IN BOOK 900, PAGE 499, SAID REGISTER'S OFFICE.

I declare that I am the grantor named in the foregoing deed, and that the same is true.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said EMILY S. KILLEBREW, HER 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 EMILY S. KILLEBREW, HER heirs and representatives, to warrant and forever defend the title to said real estate to said 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 EMILY S. KILLEBREW AND HUSBAND JAMES G. KILLEBREW do hereby transfer and convey unto BUSH SNEED, 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.