WE , the said G. FRED BOYD AND WIFE ALLONE BOYD , 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 $ 1200.00 FIRE AND WINDSTORM 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 G. FRED BOYD AND WIFE ALLONE BOYD , 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 G. FRED BOYD, HIS 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.L. TREANOR 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 J.O. TREANOR

and G. FRED BOYD AND WIFE ALLONE BOYD , hereunto set our hands at NASHVILLE , Tennessee, this the 21ST day of JANUARY , 1936.

J.O. TREANOR
G. FRED BOYD
ALLONE BOYD

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, GEO T. FINEGAN , a Notary Public in and for said County and State, the within named J.O. TREANOR G. FRED BOYD AND WIFE, ALLONE BOYD the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And G. FRED BOYD WIFE , of the said ALLONE BOYD having appeared before me privately and apart from HER husband , the said ALLONE BOYD , acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband , and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE , Tennessee, this 22 day of JANUARY , 1936

My commission expires 1/21/39

(Seal) GEO. T. FINEGAN
Notary Public.

U.S.R.S. $1.00
REC'D JAN 22,1936 AT 1:51 P.M.

NUMBER 6644 RECORDED JAN 25,1936 JOHN H.WADDLE, ET UX TO C.C. ROBERTS ET UX

BARRETT & BROWN CO. NASHVILLE

INSTALLMENT DEED

989

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND ($3000.00)AND 00/100 DOLLARS of which TWELVE HUNDRED ($1200.00) GARET ROBERTS, DOLLARS has been paid in cash by PARTIES receipt of which is hereby acknowledged, and for the remainder OR ITS EQUIVALENT, BY C.C. ROBERTS AND WIFE, MAR , THE SAID C.C. ROBERTS AND WIFE, HAVE AGREED TO PAY OFF THE BALANCE, $800.00, DOLLARS the XXXI OB A MORTGAGE OF $3000.00 SECURED BY DEED OF TRUST, EXECUTED BY JOHN H.WADDLE TO V.I. WITHERSPOON,TRUSTEE, ON A TRACT OF LAND OF 355 ACRES, WHICH DEED IS OF RECORD IN BOOK 599, PAGE 170, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE. SAID DEED OF TRUST WAS SOLD TO THE METROPOLITAN LIFE INSURANCE COMPANY, SEPTEMBER 19,1923, AND FOR THE REMAINDER, THE SAID C.C. ROBERTS AND WIFE, MARGARET ROBERTS HAVE EXECUTED THEIR TEN JOINT PROMISSORY NOTES, OF EVEN DATE HEREWITH, FOR $100.00 EACH, PAYABLE TO THE ORDER OF JOHN H. WADDLE, WITH INTEREST AT 6% PAYABLE ANNUALLY.

THE FIRST OF SAID NOTES FALLS DUE MAY 25, 1936 AND THE OTHERS, ONE ON THE 25TH.,DAY OF MAY OF EACH YEAR THEREAFTER UNTIL ALL ARE PAID.

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

TO C.C. ROBERTS AND WIFE MARGARET ROBERTS JOHN H. WADDLE AND WIFE EDDIE WADDLE

have this day bargained and sold and do hereby transfer and convey, unto the said C.C. ROBERTS AND WIFE, MARGARET ROBERTS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A TRACT OF LAND IN THE 13TH., FORMERLY 25TH., CIVIL DISTRICT OF DAVIDSON COUNTY,TENNESSEE, DESCRIBED ACCORDING TO A SURVEY MADE SEPTEMBER 21, 1933, BY ERLE DRAKE COUNTY SURVEYOR, AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF BULL RUN ROAD, THE NORTHEAST CORNER OF A TRACT OF 291 3/4 ACRES CONVEYED TO CORNELIA E. TURNER, BY DEED FROM JOHN WADDLE AND WIFE, OF RECORD IN BOOK 919, PAGE 388, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE;THENCE EASTWARDLY 127.5 POLES TO A POINT IN ALLEN SIMPKINS LINE;THENCE WITH SAID SIMPKINS LINE, SOUTH 96.3 POLES TO A STAKE AND POINTER;THENCE EAST 49.5 POLES,MORE OR LESS, TO A POINT IN SULPHUR CREEK;THENCE DOWN SAID CREEK SOUTH 25°WEST 56 POLES; SOUTH 17° EAST 7 POLES TO A POINT IN THE CENTER OF SAIDBULL RUN ROAD;IN THE LINE OF THE CORNELIA E. TURNER TRACT ABOVE REFERRED TO;THENCE WITH SAID TURNER'S NORTHEASTERLY LINE ALONG THE CENTER OF SAID BULL RUN ROAD, AS FOLLOWS: NORTH 63°WEST 42 POLES; NORTH 41½°WEST 23 POLES; NORTH 34½°WEST 25 POLES; NORTH 46°WEST 8 POLES; NORTH 25½°WEST 10 POLES; NORTH 41°WEST 12 POLES; NORTH 12° WEST 8 POLES; NORTH 35¼° WEST 7 POLES; NORTH 56° WEST 14 POLES; NORTH 63¾° WEST 9 POLES; NORTH 42½° WEST 10 POLES; NORTH 43½° WEST 6 POLES; NORTH 58½° WEST 7 POLES; NORTH 39½° WEST 24.5 POLES; NORTH 9¾°WEST 9.5 POLES; NORTH 21½° WEST 13 POLES; NORTH 39° WEST 3.9 POLES TO THE POINT OF BEGINNING, CONTAINING 63.07 ACRES MORE OR LESS, AND BEING PART OF THE SAME PROPERTY CONVEYED TO JOHN H.WADDLE, BY DEED FROM S.E. BAUGH WHITE, ET AL, OF RECORD IN BOOK 448, PAGE 454 R.O.D.C.,TENN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said C.C. ROBERTS AND WIFE, MARGARET ROBERTS,THEIR 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 heirs and representatives, to warrant and forever defend the title to said real estate to said C.C. ROBERTS AND MARGARET ROBERTS,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 US , the said C.C. ROBERTS AND WIFE, MARGARET ROBERTS do hereby transfer and convey unto FRANK PIERCE , 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.