-- , the said --- , 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 JACK A. BLACK AND WIFE MARY BLACK, , 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 JACK A. BLACK AND WIFE MARY BLACK, 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 -- 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 N.V. COX, AND WIFE MAMIE COX,

and JACK A. BLACK AND WIFE MARY BLACK at NASHVILLE, , Tennessee, this the 30 day of SEPTEMBER , hereunto set our hands , 1933 .

N.V. COX,

MAMIE COX,

JACK A. BLACK

MARY BLACK

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, V.H. ELLIS, a Notary Public in and for said County and State, the within named N.V. COX, AND WIFE MAMIE COX, AND JACK A. BLACK AND WIFE MARY BLACK the bargainors , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MAMIE COX AND MARY BLACK WIVES, , of the said N.V. COX, AND JACK A. BLACK having appeared before me privately and apart from THEIR husband S, the said MAMIE COX AND MARY---- , acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal at MADISON , Tennessee, this 2 day of NOVEMBER 1933.

My commission expires MAY 6, 1935

U.S.R.S $.50¢

(Seal) V.H. ELLIS,

Notary Public.

RECD FEB. 28TH, 1936 10;27 A. M.

INSTALLMENT DEED

983

FOR AND IN CONSIDERATION of the sum of SEVENTEEN HUNDRED AND NO/100 DOLLARS of which SEVEN HUNDRED & FIFTY AND NO/100 DOLLARS has been paid in cash by LEARTON BINKLEY AND WIFE, ADDIE MAI BINKLEY, THE receipt of which is hereby acknowledged, and for the remainder NINE HUNDRED & FIFTY AND NO/100 DOLLARS the said LEARTON BINKLEY AND WIFE, ADDIE MAI BINKLEY,

HAVE ASSUMED A PROMISSORY NOTE OF A.M.BINKLEY TO FLOYD BINKLEY IN THE AMOUNT OF THREE HUNDRED ($300.00) DOLLARS, WHICH IS NOW DUE, AND THE SAID LEARTON BINKLEY AND WIFE, ADDIE MAI BINKLEY, HAVE THIS DAY EXECUTED THREE LIEN NOTES AS FOLLOWS:

NO.1 FOR $250.00, DUE APRIL 1ST, 1936, TO A.M.BINKLEY.

NO.2 FOR $200.00, DUE APRIL 1ST, 1937, TO A.M.BINKLEY.

NO. 3 FOR $200.00, DUE APRIL 1ST, 1938, TO A.M.BINKLEY.

I declare that I am [illegible] of the within [illegible] A.M. Binkley

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

A.M.BINKLEY AND WIFE, L.B.BINKLEY,

have this day bargained and sold, and do hereby transfer and convey, unto the said LURTON BINKLEY AND WIFE, ADDIE MAI BINKLEY, -- heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEGINNING AT A POINT IN THE CENTER OF THE OLD NASHVILLE AND CLARKSVILLE PIKE, THE NORTHEAST CORNER OF A TRACT OF 8½ ACRES CONVEYED TO QUILLIE HUNTER, BY DEED OF ALEX REDMOND, BY DEED OF RECORD IN BOOK 63, PAGE 313, R.O.D.C. TENNESSEE; THENCE WITH SAID HUNTER'S LINE SOUTH 1¼ DG. WEST, 68.7 POLES TO THE SOUTHEAST CORNER OF SAID HUNTER'S 8½ ACRE TRACT AND THE NORTHEAST CORNER OF A TRACT OF 3.25 ACRES, CONVEYED BY A.M.BINKLEY TO J.H.FELTS, BY DEED OF RECORD IN BOOK 910, PAGE 657, SAID R.O.; THENCE WITH FELTS EAST LINE SOUTH 18 DG. EAST 17.6 POLES TO A STAKE OR STONE, THE SOUTHEAST CORNER OF THE FELTS TRACT AND THE SOUTHWEST CORNER OF THIS TRACT; THENCE NORTH 52 DG. EAST 75.4 POLES TO A SMALL TREE ABOUT 30 FEET SOUTHEAST OF A SMALL BRANCH, TWO WHITE OAKS AND DOGWOOD POINTER; THENCE NORTH 2 DG. EAST 23 POLES TO THE CENTER OF THE OLD NASHVILLE AND CLARKSVILLE ROAD; THENCE WITH THE CENTER OF SAID ROAD NORTH 87 DG. WEST 1.6 POLES; NORTH 74 DG. WEST 2 POLES TO A POINT,, THE NORTHEAST CORNER OF A TRACT OF 2 ACRES, FORMERLY KNOWN AS THE GARRETT CHAPEL CHURCH LOT; THENCE WITH SAID CHURCH LOT, AS FOLLOWS:-

SOUTH 23½ DG. WEST 24 POLES; NORTH 73 DG. WEST 13.32 POLES; NORTH 23½ DG. EAST 24 POLES TO A POINT, THE NORTHWEST CORNER OF SAID CHURCH LOT, IN THE CENTER OF THE OLD NASHVILLE AND CLARKSVILLE ROAD; THENCE WITH THE CENTER OF SAID ROAD, NORTH 73 DG. WEST 14.76 POLES TO A POINT IN THE SOUTH MARGIN OF THE NEW STATE HIGHWAY NO. 112; THENCE CONTINUING WITH THE OLD ROAD AS FOLLOWS: WEST 20 POLES; NORTH 80¼ DG. WEST 11 POLES; SOUTH 76 DG. WEST 5 POLES TO THE POINT OF BEGINNING CONTAINING 21.3 ACRES, MORE OR LESS, AND BEING PART OF THE LAND CONVEYED TO A.M. BINKLEY, BY DEED OF RECORD IN BOOK 597, PAGE 349, SAID R.O.

AND OLD CHURCH LOT REFERRED TO IN THE ABOVE MENTIONED SURVEY CONTAINING 2 ACRES, MORE OR LESS, WITH METES AND BOUNDS REFERRED TO IN THE ABOVE SURVEY. BOTH TRACTS BEING LOCATED IN THE 14TH, FORMERLY THE 24TH DISTRICT OF DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LEARTON BINKLEY AND WIFE, ADDIE MAI BINKLEY, 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 OUR heirs and representatives, to warrant and forever defend the title to said real estate to said LEARTON BINKLEY AND WIFE, ADDIE MAI BINKLEY, 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 LEARTON AND WIFE, ADDIE MAI BINKLEY, do hereby transfer and convey unto WILLIAM C.BOWEN, , 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.