WE , the said DICK C. THOMPSON AND WIFE, CLARA C. THOMBSON , 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 $ NONE 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 DICK C. THOMPSON AND WIFE, CLARA C. THOMBSON , 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 DICK C. THOMPSON AND WIFE, CLARA C.THOMPSON, 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 VIRGIL R. 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 MRS. GWENDOLINE WAGNER

and DICK C. THOMPSON AND WIFE, CLARA C. THOMPSON

at NASHVILLE , Tennessee, this the 31ST day of MARCH , 193 6 , hereunto set our hands.

(MRS.) GWENDOLINE WAGNER
DICK C. THOMPSON
(MRS.) CLARA C.THOMPSON

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC:

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, G.W. ALLEN , a Notary Public in and for said County and State, the within named MRS. GWENDOLINE WAGNER, DICK C. THOMPSON AND CLARA C. THOMSPON the bargainor S with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And CLARA C. THOMPSON, WIFE , of the said DICK C. THOMPSON having appeared before me privately and apart from HE husband , the said CLARA C. THOMPSON , 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 31ST day of MARCH , 193 6

My commission expires JANY 3,1937
U.S.R.S. $.50¢

(Seal) G.W. ALLEN
Notary Public.

REC'D APRIL 1,1936 AT 3:4' P.M.

NUMBER 69230 RECORDED APRIL 3, 1936. LILLIAN R. MITCHELL, ET UX TO HOMER FETHERLING, ET UX

INSTALLMENT DEED

989

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND ($3000.00) AND NO/100 DOLLARS of which TWO HUNDRED ($200.00) AND NO/100 DOLLARS has been paid in cash by HOMER FETHERLING AND WIFE, VERA M. FETHERLING, receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND EIGHT HUNDRED ($2800.00) AND NO/100 DOLLARS the said HOMER FETHERLING AND WIFE, VERA M. FETHERLING

HAVE EXECUTED THEIR 140 JOINT PROMISSORY NOTES, DATED APRIL 1, 1936, PAYABLE TO THE ORDER OF LILLIAN R. MITCHELL; THE FIRST OF SAID NOTES BEING IN THE SUM OF $34.00 AND EACH OF THE NEXT SUCCEEDING NOTES THEREAFTER, BEING FOR AN AMOUNT 10 CENTS LESS THAN THE PRECEEDING NOTE, THE FIRST NOTE BEING DUE MAY 1ST, 1936, AND THE OTHERS, ONE EACH MONTHLY THEREAFTER, TILL ALL ARE PAID; AND NONE OF SAID SERIES OF NOTES SHALL BEAR INTEREST, EXCEPT AFTER MATURITY, THE INTEREST HAVING BEEN COMPUTED AND ADDED TO THE FACE OF EACH NOTE; THE PURCHASERS FURTHER ASSUME AND AGREE TO PAY THE CITY-STATE AND COUNTY TAXES FOR THE YEAR 1936 AS THEY HAVE BEEN PRORATED TO DATE OF DEED

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

WE, LILLIAN R. MITCHELL AND HUSBAND, P. F. MITCHELL

have this day bargained and sold, and do hereby transfer and convey, unto the said HOMER FETHERLING AND WIFE, VERA M. FETHERLING, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 354 ON THE MAP OF RICHLAND REALTY COMPANY'S WEST LAWN SUBDIVISION AS OF RECORD IN BOOK NO. 421, PAGE 32, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. SAID LOT NO. 354 FRONTS 135.5 FEET ON THE NORTHERLY SIDE OF THE WEST LAWN DRIVEWAY AND RUNS BACK 308 FEET ON THE WEST LINE AND 267 FEET ON THE EAST LINE TO THE SOUTH MARGIN OF THE MURPHY ROAD AND MEASURES 132 FEET ON SAID ROAD. BEING THE SAME PROPERTY CONVEYED TO THE SAID LILLIAN R. MITCHELL BY DEED OF MARY MITCHELL, A WIDOW, AS OF RECORD IN BOOK 736, PAGE 763, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

I declare that I am the ... of 140 notes secured by ... and that the ... thereon and disbursements ... Attest. ... Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HOMER FETHERLING AND WIFE, VERA M. FETHERLING -- 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., EXCEPT AS HEREBEFORE MENTIONED.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said HOMER FETHERLING AND WIFE, VERA M. FETHERLING, 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 HOMER FETHERLING AND WIFE, VERA M. FETHERLING

do hereby transfer and convey unto J. B. KITTLEBAND , Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid, viz: