WE, the said THOMAS J. MOGAN AND WIFE MARGARET C. MOGAN, 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 THOMAS J. MOGAN AND WIFE MARGARET C. MOGAN, 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, OR WE 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 THOMAS J. MOGAN AND WIFE MARGARET C. MOGAN, ⊖ 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 D. P. WRENNE, JR. 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 FLETCHER HOOVER, TRUSTEE, THOMAS J. MOGAN and WIFE MARGARET C. MOGAN at NASHVILLE., Tennessee, this the 31 day of OCTOBER, , 193 6. hereunto set our hands

FLETCHER HOOVER, TRUSTEE
THOMAS J. MOGAN
MARGARET C. MOGAN

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, T. W. WRENNE, a Notary Public in and for said County and State, the within named FLETCHER HOOVER, TRUSTEE, THOMAS J. MOGAN AND WIFE MARGARET C. MOGAN, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARGARET C. MOGAN, WIFE of THOMAS J. MOGAN the said having appeared before me privately and apart from HER husband, the said MARGARET C. MOGAN, 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 24 day of NOVEMBER, , 193 6.

My commission expires OCT. 15, 1939.

(Seal) T. W. WRENNE, Notary Public.

U.S.R.S. $2.50.

RECEIVED NOV. 24, 1936, AT 2:20 P.M.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC X

STATE OF TENNESSEE, DAVIDSON COUNTY. X

Personally appeared before me, X, a Notary Public in and for said County and State, the within named X

the bargainor, with whom I am personally acquainted, X and who acknowledged that 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 X, acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, X without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this X day of , 193

My commission expires XX

(Seal) Notary Public.

INSTALLMENT DEED

1012

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND FIVE HUNDRED ($2,500.00) AND NO/100 DOLLARS

of which FIFTY ($50.00) AND NO/100 DOLLARS has been paid in cash by J. C. WRIGHT AND WIFE, FLOY LEE WRIGHT, the receipt of which is hereby acknowledged, and for the remainder

the said J. C. WRIGHT AND WIFE, FLOY LEE WRIGHT ASSUME AND AGREE TO PAY A NOTE FOR $1250.00, DATED NOV. 11, 1936, AND DUE 3 YEARS AFTER DATE WITH INTEREST, AND SECURED BY DEED OF TRUST EXECUTED BY P. M. CHAFFIN AND WIFE, RUBY CHAFFIN TO A. L. MOORE, TRUSTEE, OF RECORD IN BOOK 991, PAGE 599, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; AND FOR THE BALANCE THE SAID J. C. WRIGHT AND WIFE, FLOY LEE WRIGHT HAVE EXECUTED THEIR 48 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH IN THE SUM OF $25.00 EACH, THE FIRST NOTE FALLING DUE DECEMBER 25, 1936 AND THE OTHERS MONTHLY THEREAFTER AND PAYABLE TO THE ORDER OF P. M. CHAFFIN,

PAYABLE MONTHLY

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, P. M. CHAFFIN AND WIFE, RUBY CHAFFIN,

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

BEING LOTS NOS. 6 AND 7 ON THE MAP OF SUBDIVISION OF THE JULIA A. JOINER LOT, AS OF RECORD IN PLAN BOOK 2, PAGE 122, CHANCERY COURT AT NASHVILLE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WHITSITT ROAD AND AND NASHVILLE RAILWAY AND LIGHT COMPANY 'S RIGHT-OF-WAY ON THE NOLENSVILLE ROAD, BEING THE SOUTHWEST CORNER OF SAID LOT NO. 7; THENCE WITH SAID RIGHT-OF-WAY NORTHWARDLY 66 FEET TO THE CORNER OF LOTS NOS. 5 AND 6; THENCE EASTWARDLY WITH THE LINE BETWEEN SAID TWO LOTS 165 FEET TO THE WESTERLY MARGIN OF AN ALLEY; THENCE WITH SAID ALLEY SOUTHWARDLY 71 FEET TO THE NORTHERLY MARGIN OF SAID ROAD; THENCE WITH THE NORTHERLY MARGIN OF SAID ROAD WESTWARDLY 165 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO P. M. CHAFFIN AND WIFE, RUBY CHAFFIN BY DEED FROM A. N. FLY AND WIFE, DATED MAY 9, 1934, AND RECORDED IN BOOK 919, PAGE 431, REGISTER'S OFFICE FOR SAID COUNTY.

I declare that I am the true and lawful holder of the claim secured by the within instrument, and the same is unpaid, and that I have not received any money on account thereof, nor have I released any part of the security, nor made any agreement to release any part thereof, except as appears of record, and that I have not received any money on account thereof, nor have I released any part of the security, nor made any agreement to release any part thereof, except as appears of record, and that the lien is due and unpaid in full. This 12 day of Nov. 1940

Attorney.

DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J. C. WRIGHT AND WIFE, FLOY LEE WRIGHT, 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 J. C. WRIGHT AND WIFE, FLOY LEE WRIGHT, 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 J. C. WRIGHT AND WIFE, FLOY LEE WRIGHT do hereby transfer and convey unto J. HERBY CHAFFIN, 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.