WE , the said JOE EDWARD JOLLEY AND WIFE, ANNIE JOLLEY , 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 JOE EDWARD JOLLEY AND WIFE, ANNIE JOLLEY , 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 JOE EDWARD JOLLEY & WIFE, ANNIE JOLLEY, THEIR 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 J.M. WHITSITT 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 W.M. LATTA AND WIFE, RHODA J. LATTA

and JOE EDWARD JOLLEY AND WIFE, ANNIE JOLLEY , hereunto set our hands at NASHVILLE , Tennessee, this the 12 day of OCT. , 1929.

W.M. LATTA
RHODA J. LATTA
JOE EDWARD JOLLEY
ANNIE JOLLEY

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E.B. WALTON , a Notary Public in and for said County and State, the within named W.M. LATTA AND WIFE, RHODA J. LATTA AND JOE EDWARD JOLLEY AND WIFE, ANNIE JOLLEY the bargainor , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And RHODA J. LATTA AND ANNIE JOLLEY, WIVES of the said W.M. LATTA AND JOE EDWARD JOLLEY having appeared before me privately and apart from THEIR husband S, the said RHODA J. LATTA AND ANNIE JOLLEY , 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 Nashville, Tennessee, this 15 day of OCT. , 1929

My commission expires APR. 8, 1933

(Seal) E.B. WALTON, Notary Public.

RECD MAY 17, 1937 AT 3:20 P.M.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of EIGHT HUNDRED DOLLARS AND ACCUMLATED INTEREST DOLLARS ON $750.00 SINCE APRIL 27, 1936 - of which ONE HUNDRED AND FIFTY DOLLARS has been paid in cash by JAMES HENRY MARTIN , the receipt of which is hereby acknowledged, and for the remainder SIX HUNDRED AND SEVENTY-FIVE & 72/100 DOLLARS the said JAMES HENRY MARTIN ~~XXXX~~ HAS EXECUTED ONE PARTIAL PAYMENT PROMISSORY NOTE DATED APRIL 27, 1936, IN THE SUM OF $750.00 ON WHICH THE UNPAID BALANCE IS AT THIS TIME, SIX HUNDRED AND SEVENTY-FIVE DOLLARS AND SEVENTY-TWO CENTS, INCLUDING ACCUMULATED INTEREST.

THE BALANCE IS DUE; $12.00 ON THE 27TH DAY DECEMBER, 1936 AND $12.00 ON THE 27TH OF EACH MONTH THEREAFTER UNTIL ENTIRE BALANCE AND INTEREST ARE PAID. ALL OF SAID NOTES BEARING SIX PER CENT INTEREST FROM DATE, AND PROVIDING FOR PAYMENT OF ATTORNEY FEES, AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST, AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYD, N. MCK BRYAN HAS THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID JAMES HENRY AND ROBERTA BRADLEY MARTIN THEIR HEIRS AND ASIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS: VIZ A 50 FT. LOT, ONE HUNDRED AND FIFTY FEET DEEP - ON CAPITAL STREET IN HOPEWELL, TOGETHER WITH THE IMPROVEMENTS THEREON.

SAID 50 FT. LOT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH MARGIN OF CAPITAL ST., 125 FT. WEST OF THE CORNER OF UNIVERSITY AND BEING A COMMON CORNER WITH HERBERT CRITTENDEN AND RUNNING NORTHWARDLY AT RIGHT ANGLES TO CAPITAL ST. ALONG LINE WITH SAID CRITTENDEN, ONE HUNDRED AND FIFTY-FEET TO A POINT AND THENCE AT RIGHT ANGLES WESTWARDLY FIFTY FEET TO A CORNER AND THENCE AT RIGHT ANGLES SOUTHWARDLY ONE HUNDRED AND FIFTY FEET TO THE MARGIN OF CAPITAL STREET, THENCE EASTWARDLY ALONG SAID MARGIN FIFTY FEET TO THE POINT OF BEGINNING. SAME BEING A PART OF THE LANDS CONVEYED TO ME BY E.W. LEWIS AND W.F. NEES, AS SHOWN ON A MAP OF THE SUBDIVISION RECORDED IN BOOK 421 - PAGE 120 R.O.D.C.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 10 day of May 1950.

Attest: J.P. Wilson DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES HENRY AND ROBERTA BRADLEY MARTIN heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, ~~and that the same is unencumbered.~~

I further covenant and bind MY heirs and representatives, to warrant and forever defend the title to said real estate to said JAMES HENRY MARTIN & WIFE ROBERTA BRADLEY MARTIN HIS 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 THEM in hand paid, WE , the said JAMES HENRY AND ROBERTA BRADLEY MARTIN do hereby transfer and convey unto L. MASSEY , 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.