R.J. RICHMOND

I , the said C.M. RICHMOND TRUSTEE-FOR C.M.RICHMOND,JR AND/ , 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.

I 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 I 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 I , the said C.M. RICHMOND,TRUSTEE , 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 I 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, I 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.

I 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. I 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 C.M. RICHMOND TRUSTEE,ETC 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.P.ELLIS 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 G.M. KIRKPATRICK AND WIFE, SUSIE S. KIRKPATRICK AND C.M. RICHMOND,TRUSTEE FOR C.M. RICHMOND, JR AND R.J. RICHMOND , hereunto set our hands at NASHVILLE , Tennessee, this the 20TH day of NOVEMBER , 1937 .

G.M. KIRKPATRICK
SUSIE S. KIRKPATRICK
C.M. RICHMOND,TRUSTEE

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, C.B. TUCKER , a Notary Public in and for said County and State, the within named C.M. RICHMOND,TRUSTEE FOR C.M. RICHMOND, JR., AND R.J. RICHMOND the bargainor - , with whom I am personally acquainted, and who acknowledged that HE executed the within instrument for the purposes therein contained.

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

Witness my hand and official seal at Nashville, Tennessee, this 29TH day of NOVEMBER , 1937

My commission expires OCT 9,1939

(Seal) C.B. TUCKER
Notary Public.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY. MISSOURI, CITY OF ST. LOUIS COUNTY)

Personally appeared before me, WALTER C. BORGSTEDE , a Notary Public in and for said County and State, the within named G.M. KIRKPATRICK AND WIFE, SUSIE S. KIRKPATRICK the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And , of the said having appeared before me privately and apart from husband , the said , acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed. ST. LOUIS MISSOURI

Witness my hand and official seal at Nashville, Tennessee, this 24TH day of NOVEMBER , 1937

My commission expires NOV 3, 1940

U.S.R.S. $4.00

(Seal) WALTER C. BORGSTEDE
Notary Public.

REC'D JAN 8,1938 AT 11:44 A.M.

NUMBER 99550 RECORDED JAN 10,1938 E.A. BERGSTROM ET UX TO A.M. ASHBAUGH,ET UX

INSTALLMENT DEED

1041

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND FIVE HUNDRED ($2,500.00) AND NO/100 DOLLARS of which TWO HUNDRED FIFTY ($250.00) AND NO/100 DOLLARS has been paid in cash by A.M. ASHBAUGH AND WIFE, LAURA WADE ASHBAUGH the receipt of which is hereby acknowledged, and for the remainder the said TWO THOUSAND TWO HUNDRED FIFTY ($2,250.00) AND NO/100 DOLLARS A.M. ASHBAUGH AND WIFE, LAURA WADE ASHBAUGH, HAVE EXECUTED THEIR FOURTEEN PROMISSORY NOTES OF EVEN DATE HEREWITH; NOTES NOS.1 TO 12 INCLUSIVE, EACH BEING IN THE AMOUNT OF FIFTY ($50.00) AND NO/100 DOLLARS, NOTE NO.1. DUE ON OR BEFORE MARCH 1, 1938, AND THE SUCCEEDING NOTES TODAND INCLUDING NO.12 DUE THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL ALL 12 NOTES ARE PAID; NOTE NO.13 AND NO.14 EACH BEING IN THE AMOUNT OF EIGHT HUNDRED TWENTY-FIVE ($825.00)AND NO/100 DOLLARS, NO.13 BEING DUE ON OR BEFORE MARCH 1,1939 AND NO.14 DUE ON OR BEFORE MARCH 1,1940 AND PAYABLE TO THE ORDER OF E.A. BERGSTROM 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 CONVEYED, WE, E.A. BERGSTROM AND WIFE, MARY W. BERGSTROM HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID A.M. ASHBAUGH AND WIFE, LAURA WADE ASHBAUGH,THEIR HEIRS AND ASSIGNS CERTAIN REAL ESTATE IN THE 7TH FORMERLY 11TH,CIVIL DISTRICT OF DAVIDSON COUNTY,TENNESSEE, BS FOLLOWS: BEING LOT NO.3 ON PLAT OF THE SUBDIVISION OF THE J.T. JENKINS HOME TRACT AS OF RECORD IN BOOK 547, PAGE 20, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.3 FRONTS 321 FEET ON THE EASTERLY SIDE OF GRANNY WHITE PIKE AND RUNS BACK FROM THE CENTER OF SAID ROAD 557 FEET, MORE OR LESS , ON THE NORTHERLY LINE AND 585 FEET, MORE OR LESS, ON THE SOUTHERLY LINE WITH CENTER OF LEA AVE TO THE WESTERLY LINE OF LOT NO.4 AND MEASURES 335 FEET THEREON. BEING PART OF THE PROPERTY CONVEYED TO E.A. BERGSTROM BY DEED FROM THOMAS A. WILLIAMS AND OF RECORD IN BOOK 736, PAGE 335, SAID REGISTER'S OFFICE.

THE ABOVE PROPERTY IS CONVEYED SUBJECT TO RESTRICTIVE COVENANTS IN DEED FROM T. JENKINS AND WIFE, TO THOMAS A. WILLIAMS OF RECORD IN BOOK 692, PAGE 351, SAID REGISTER'S OFFICE ,AS AMENDED BY AGREEMENT DATED JUNE 2, 1936 ,BY AND BETWEEN C.M. BRILEY, JR AND WIFE, AND E.A. BERGSTROM WHEREIN ITEM NO.8 OF THE ABOVE RESTRICTIONS WAS AMENDED TO READ AS FOLLOWS: " NO RESIDENCE SHALL BE BUILT ON SAID LOTS ON SAID PLAN AT A COST OF LESS THAN SIX THOUSAND DOLLARS FOR RESIDENCE HOUSE PROPER NOT INCLUDING OUT-HOUSES AND OTHER IMPROVEMENTS" INSTEAD OF $4,000.00 AS IS SHOWN IN THE DEED FROM JENKINSS AND WIFE TO WILLIAMS OF RECORD IN BOOK 692, PAGE 351 SAID REGISTER'S OFFICE ABOVE MENTIONED.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES TO THIS INSTRUMENT THAT NO GARAGE HOUSE, TEMPORARY HOUSE, OR ANY STRUCTURE OF ANY KIND OR OF ANY NATURE SHALL BE MAINTAINED OR KEPT ON SAID PREMISES AND USED FOR A RESIDENCE UNLESS THE SAME SHALL COST AT LEAST $6,000.00.

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

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said A.M. ASHBAUGH AND WIFE, LAURA WADE ASHBAUGH heirs and assigns, forever, WE covenant that WE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

EXCEPT STATE AND COUNTY TAXES FOR 1937 WHICH ARE TO BE PAID BY THE GRANTORS HEREIN.

WE further covenant and bind OURSELVES,OUR heirs and representatives, to warrant and forever defend the title to said real estate to said A.M.ASHBAUGH AND WIFE, LAURA WADE ASHBAUGH,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 A.M. ASHBAUGH AND WIFE, LAURA WADE ASHBAUGH do hereby transfer and convey unto M.N. YOUNG , 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.

Filed for record the 10th day of Jan. 1938 at 11:44 A.M. and duly recorded, and hereby acknowledges the satisfaction thereof and discharged thereto to secure the note is full. This 10th day of Jan. 1938