I , the said HARWELL M. FARRAR , 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 $ 500.00 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 HARWELL M. FARRAR , 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 also 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 HARWELL M. FARRAR, HIS 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 H. J. LOVELACE, 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 MARGARET L. LEPLEY

and HARWELL M. FARRAR , hereunto set our hands
at NASHVILLE , Tennessee, this the 19TH day of FEBRUARY, , 1938 .

WITNESSED:

B. H. SWEENEY
F. R. PEGRAM.

HER
MARGARET L. X LEPLEY
MARK

HARWELL M. FARRAR

~~ACKNOWLEDGMENT BEFORE NOTARY PUBLIC~~

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, F. R. PEGRAM , a Notary Public in and for said County and State, the within named MARGARET L. LEPLEY, A WIDOW, & HARWELL M. FARRAR, A WIDOWER,

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.

Witness my hand and official seal at Nashville, Tennessee, this 19th day of FEBRUARY, , 1938

My commission expires APRIL 7TH, 1940.

(Seal) F. R. PEGRAM
Notary Public.

U.S.R.S. $1.00.
RECEIVED FEB. 23, 1938, AT 11:46 A.M.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

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

the bargainor , with whom I am personally acquainted, and who acknowledged that 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 day of , 193

My commission expires

(Seal)
Notary Public.

NUMBER 101643 RECORDED FEB. 25, 1938. SMITH WOOD TO R. D. BILLINGS, ET UX.

SIGN MARSHALL & BRUCE CO. NASHVILLE

V. J.A.E.

INSTALLMENT DEED

1041

FOR AND IN CONSIDERATION of the sum of ELEVEN HUNDRED (1100) DOLLARS

of which TWENTY FOUR (24) DOLLARS has been paid in cash by R. D. BILLINGS AND WIFE, ETHEL K. BILLIN GS the receipt of which is hereby acknowledged, and for the remainder ONE THOUSAND AND SEVENTY SIX (1076) DOLLARS

the said R. D. BILLINGS AND WIFE, ETHEL K. BILLINGS

HAVE THIS DAY EXECUTED TO THE ORDER OF SMITH WOOD EIGHTY SEVEN (87) NOTES.

THE FIRST FOUR OF SAID NOTES BEING FOR THE SUM OF TWENTY (20) DOLLARS EACH,

AND THE REMAINING EIGHTY THREE (83) NOTES BEING FOR THE SUM OF TWELVE (12)

DOLLARS EACH. THE FIRST OF SAID EIGHTY SEVEN NOTES BEING MADE PAYABLE, ON OR

BEFORE, ONE MONTH FROM DATE AND THE BALANCE, ON OR BEFORE, CONSECUTIVELY,

MONTHLY THEREAFTER.

I, declare that I am the true and lawful holder of the claim secured by the foregoing record, which is recorded, and that I have not assigned or transferred the same or any interest therein, and that I have not received any payment on account of the claim, nor any security for the same, other than the lien on the property described in the record, and that I will not receive any payment or security for the same, except as stated in the record, and that I will not release the lien of the record on the property described therein, or any part thereof, without receiving the full amount due thereon, and that I will not release any part of the property described in the record from the lien thereof without receiving the full value thereof in money.

Attest: Catherine McLemore Smith Wood

Subscribed and sworn to before me this 6 day of Sept 1945

DEPUTY REGISTER

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

I, SMITH WOOD, AN UNMARRIED MAN

have this day bargained and sold, and do hereby transfer and convey, unto the said R. D. BILLINGS AND WIFE, ETHEL K. BILLINGS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 338 ON THE PLAN OF THE EDGEFIELD LAND COMPANY'S SECOND, OR SPRING SUBDIVISION, AS OF RECORD IN BOOK NO. 57, PAGE 152, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO. 338 FRONTS FIFTY (50) FEET ON THE NORTH SIDE OF BOSCOBAL STREET, FORMERLY ROTHSCHILD STREET, OR AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES, 150 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO THE SAID SMITH WOOD BY DEED RECORDED IN BOOK NO. 882, PAGE 130, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said R. D. BILLINGS AND WIFE, ETHEL K.BILLINGS, THEIR 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 MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said R. D. BILLINGS AND WIFE, ETHEL K. BILLINGS, 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 R. D. BILLINGS AND WIFE, ETHEL K. BILLINGS, do hereby transfer and convey unto G. O. SLEDGE , 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.