WE , the said MORRIS E. TIPTON AND DOROTNY W. TIPTON , 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 MORRIS E. TIPTON AND DOROTHY W. TIPTON, , 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 MORRIS E. TIPTON AND DOROTHY W. TIPTON, 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. C. HORNE, 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 LURLINE SENIOR,

and MORRIS E. TIPTON AND DOROTHY W. TIPTON, , hereunto set our hands
at NASHVILLE , Tennessee, this the 23RD day of APRIL, , 193 8.

LURLINE SENIOR
MORRIS E. TIPTON
DOROTHY W. TIPTON

~~ACKNOWLEDGMENT BEFORE NOTARY PUBLIC~~

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, Z. ALEXANDER LOOBY , a Notary Public in and for said County and State, the within named LURLINE SENIOR, A WIDOW, MORRIS E. TIPTON AND DOROTHY W. TIPTON,

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 23RD day of APRIL, 193 8.

My commission expires OCT. 9, 1939.

(Seal) Z. ALEXANDER LOOBY
Notary Public.

U.S.R.S. $0.50
RECEIVED MAY 11, 1938, AT 9:40 A.M.
FH

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 105604 RECORDED MAY 13, 1938. ARCH BISHOP, ET UX TO HOWARD CARNEY.

BROWN MARSHALL & BERGER CO. NASHVILLE

INSTALLMENT DEED

1041 ($2,750.00)

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS

of which TWO HUNDRED FIFTY AND NO/100 ($250.00) DOLLARS has been paid in cash by HOWARD CARNEY, , the receipt of which is hereby acknowledged, and for the remainder OF TWO THOUSAND FIVE HUNDRED AND NO/100 ($2,500.00) DOLLARS HOWARD CARNEY HAS AS TO ONE THOUSAND SEVEN HUNDRED FIFTY ($1,750.00) DOLLARS THEREOF ASSUMED AND AGREED TO PAY FOUR NOTES DATED APRIL 15, 1932-- ONE IN THE PRINCIPAL SUM OF ONE THOUSAND ($1000.00) DOLLARS, AND THE OTHER THREE EACH IN THE PRINCIPAL SUM OF TWO HUNDRED FIFTY ($250.00) DOLLARS - ORIGINALLY PAYABLE APRIL 15, 1935, BUT EXTENDED TO APRIL 15, 1941, BEARING SIX PER CENT INTEREST FROM APRIL 15, 1938, PAYABLE SEMI-ANNUALLY, AND SECURED BY DEED OF TRUST TO D. P. WRENNE, JR., TRUSTEE, RECORDED IN BOOK 887, PAGE 269, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; AND AS TO THE REMAINING SEVEN HUNDRED FIFTY ($750.00) DOLLARS, HAS EXECUTED AND DELIVERED HIS FIFTY PROMISSORY NOTES OF EVEN DATE, PAYABLE TO THE ORDER OF ARCH BISHOP, MONTHLY-- THE FIRST ONE FALLING DUE JUNE 1, 1938, IN THE PRINCIPAL AMOUNT OF $18.75, AND THE NEXT FALLING DUE ON THE FIRST DAY OF THE FOLLOWING MONTH AND BEING OF SEVEN CENTS LESS THAN THE FIRST NOTE; AND THE OTHERS, ALTERNATELY, EIGHT CENTS AND SEVENTY CENTS LESS THAN THE NEXT PREDEDING NOTE, AND THE LAST ONE BEING FOR $15.08 AND FALLING DUE JULY 1, 1942-- AND BEARING INTEREST ONLY AFTER MATURITY, THE INTEREST HAVING BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE,

I certify 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 7 day of Dec 1942

Attest: 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

WE, ARCH BISHOP AND WIFE, ELIZABETH BISHOP

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

BEING THE SOUTHERLY PARTS OF LOTS NOS. 97, 98, 99 AND 100 ON THE MAP OF KENMORE PLACE, AS OF RECORD IN BOOK 332, PAGES 32 AND 33, SAID REGISTER'S OFFICE.

SAID PARTS OF LOTS NOS. 97, 98, 99 AND 100 FRONT TOGETHER 400 FEET ON THE NORTHERLY SIDE OF WARNER AVENUE AND RUN BACK 394.8 FEET ON THE EASTERLY LINE OF LOT NO. 100 AND 391.8 FEET ON THE WESTERLY LINE OF LOT NO. 97 TO A DEAD LINE, AND MEASURE 400 FEET ON SAID DEAD LINE.

AND BEING THE SAME PROPERTY CONVEYED FROM E. L. SHOEMAKE, TRUSTEE, TO ARCH BISHOP BY DEED DATED MARCH 25, 1938, AND RECORDED IN BOOK 1058, PAGE 279, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HOWARD CARNEY, HIS heirs and assigns, forever, I, ARCH BISHOP 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, EXCEPT BY THE AFOREMENTIONED DEED OF TRUST AND TAXES FOR 1938, WHICH PURCHASER ASSUMES. I, ARCH BISHOP, further covenant and bind MYSELF, MY HOWARD CARNEY, HIS heirs and representatives, to warrant and forever defend the title to said real estate to said 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 ME in hand paid I , the said HOWARD CARNEY

do hereby transfer and convey unto O. B. HOOSTETTER, JR., , 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.