WE , the said JOE P.HAMILTON AND WIFE, RUTH A.HAMILTON, , 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 $ $4200.00 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.

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 P.HAMILTON AND WIFE, RUTH A.HAMILTON, , 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 P.HAMILTON AND WIFE, RUTH A.HAMILTON, 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 WADE SAIN, 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 COMER-SHACKLETT-SCOBEY COMPANY

and JOE P.HAMILTON AND WIFE, RUTH A.HAMILTON,

at NASHVILLE, , Tennessee, this the 21ST. day of SEPT. , hereunto set our hands , 193 7.

ATTESTED, J.C.SHACKLETT, SECRETARY. (SEAL) COMER-SHACKLETT-SCOBEY COMPANY, BY R.LOYD SCOBEY, VICE-PRESIDENT.

JOE P.HAMILTON

RUTH A.HAMILTON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOE W.RIVES, , a Notary Public in and for said County and State, the within named JOE P.HAMILTON AND WIFE, RUTH A.HAMILTON,

the bargainor S with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X X , of the said

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

Witness my hand and official seal at Nashville, Tennessee, this 22ND day of SEPTEMBER, , 193 7..

My commission expires JULY 2ND, 1939.

(Seal) JOE W.RIVES, Notary Public.

STATE OF TENNESSEE.)
COUNTY OF DAVIDSON.)

BEFORE ME, JOE W.RIVES, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED R.LOYD.SCOBEY AND J.C.SHACKLETT, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO, UPON THEIR OATH, ACKNOWLEDGED THEMSELVES TO BE VICE-PRESIDENT AND SECRETARY, RESPECTIVELY, OF THE WITHIN NAMED BARGAINOR, COMER-SHACKLETT-SCOBEY COMPANY, AND THAT THEY AS SUCH VICE-PRESIDENT AND SECRETARY, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF SAID CORPORATION BY R.LOYD SCOBEY AS VICE-PRESIDENT AND J.C.SHACKLETT, AS SECRETARY, AND BY AFFIXING THE SEAL OF SAID CORPORATION THERETO.

WITNESS MY HAND AT OFFICE IN NASHVILLE, THIS 22 DAY OF SEPTEMBER, 1937.

(SEAL) JOE W.RIVES, NOTARY PUBLIC.

MY COM.EX.JULY 2ND, 1939.

U.S.R.S. $2.00.
RECD SEPT. 27, 1937 AT 1:20 P M

MM

INSTALLMENT DEED

1055

FOR AND IN CONSIDERATION of the sum of $9,000.00 NINE-THOUSAND AND NO/100 DOLLARS

of which FIVE-THOUSAND ($5,000.00) PAID IN OTHER PROPERTY AND ACCEPTED AS CASH PAID ~~DOLLARS~~ has been paid in cash by FRED MONROE JOHNSON AND WIFE, MOVALINE JOHNSON the receipt of which is hereby acknowledged, and for the remainder $4,000.00 FOUR-THOUSAND AND NO/100 DOLLARS the said FRED MONROE JOHNSON AND WIFE, MOVALINE JOHNSON,

HAVE EXECUTED THEIR FIVE (5) JOINT PROMISSORY NOTES DATED SEPT, 16TH, 1937 THE FIRST FOUR (4) OF SAID NOTES ARE EACH IN THE SUM OF FIVE-HUNDRED DOLLARS ($500.00) AND ARE DUE AND PAYABLE ON OR BEFORE ONE (1) TWO (2) THREE (3) AND FOUR (4) YEARS AFTER DATE OF SAME, THE OTHER NOTE BEING IN THE SUM OF TWO-THOUSAND ($2,000.00) DOLLARS, AND DUE AND PAYABLE ON OR BEFORE SEPT. 16TH, 1942, ALL OF SAID NOTES DUE AND PAYABLE TO MRS. MATILDA WHITE, OR ORDER. INTEREST ON SAID TWO-THOUSAND DOLLAR NOTE TO BE PAID SEMIANNULLY- AND INTEREST IS ALSO TO BE PAID ON THE FOUR OTHER NOTES OF $500.00 EACH SEMI-ANNUALLY.

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,

I, MRS.MATILDA WHITE, WIDOW OF LEGAL AGE HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID FRED MONROE JOHNSON AND WIFE, MOVALINE JOHNSON, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

FOUR TRACTS OF LAND IN THE 12TH, FORMERLY 21ST, AND IN THE 14TH, FORMERLY 24TH, CIVIL DISTRICTS OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED, ACCORDING TO A PROCESSION AND PLAN OF RECORD IN BOOK 32, PAGE 443, REGISTERS OFFICE FOR SAID COUNTY, AS FOLLOWS:

FIRST TRACT: BEGINNING AT A POINT IN THE CENTER OF WHITES CREEK PIKE OPPOSITE A SET STONE, THE NORTHWEST CORNER OF THE W.J. AND MATILDA WHITE TRACT; THENCE WITH THE CENTER OF WHITES CREEK PIKE NORTH 7 DEGREES WEST 600 FEET, NORTH 9½ DEGREES WEST 445 FEET TO A POINT IN THE CENTER OF SAID PIKE OPPOSITE AN ELM TREE AND NEAR THE CENTER OF A CULVERT; THENCE SOUTH 81½ DEGREES EAST FOLLOWING A DRAIN 814 FEET; THENCE SOUTH 50 DEGREES EAST 122 FEET TO THE CENTER OF WHITES CREEK; THENCE DOWN THE CENTER OF SAID CREEK SOUTH 5 DEGREES WEST 936 FEET TO A POINT IN THE CENTER OF SAID CREEK; THENCE WITH THE NORTH LINE OF SAID W.J. AND MATILDA WHITE TRACT, NORTH 82 DEGREES WEST 673 FEET TO THE BEGINNING, CONTAINING 18 ACRES.

BEING THE SAME TRACT OF LAND CONVEYED TO W.J.WHITE AND MATILDA WHITE, BY DEED FROM W.M. GILMORE AND WIFE, OF RECORD IN BOOK 754, PAGE 320, AND TO MATILDA WHITE BY DEED FROM W.M.GILMORE AND WIFE OF RECORD IN BOOK 898, PAGE 357, SAID REGISTERS OFFICE.

SECOND TRACT: BEGINNING IN THE CENTER OF WHITES CREEK TURNPIKE WHERE THE OLD THOMAS BIXOR SOUTH LINE CROSSES THE SAME, BEING THE NORTHEAST CORNER OF A TRACT OF LAND FORMERLY OWNED BY C.P.CRUTCHER; THENCE WITH SAID BISOR LINE SOUTH 84½ DEGREES EAST 38.4 POLES TO A STAKE IN THE OLD COUNTY ROAD; THENCE NORTH 7½ DEGREES EAST 36.8 POLES TO A STONE; THENCE SOUTH 74 DEGREES EAST 130.8 POLES (IN DEED OF PARTITION IN BOOK 60, PAGE 501, THIS LINE IS SOUTH 73½ DEGREES EAST 134 POLES) TO A STONE NEAR A SPANISH OAK, CORNER OF BIXOR, WIGGS AND PARKER HEIRS; THENCE SOUTH 8 POLES TO A STONE, WIGGS' SOUTHWEST CORNER; THENCE EAST 36 POLES TO A STONE, THE SOUTHWEST CORNER OF C.H.MANLOVE'S 18-ACRE TRACT AND THE NORTHWEST CORNER OF J.S.JOHNSON'S TRACT OF 38 ACRES; THENCE WITH SAID JOHNSON'S WEST LINE SOUTH 89 POLES TO A STONE AND BUCKEYE POINTER ON A RIDGE; THENCE WITH THE TOP OF THE RIDGE NORTH 81½ DEGREES WEST 9.6 POLES TO A STONE, NORTH 65 DEGREES WEST 36 POLES TO A HICKORY, CORNER OF THE OLD JAMES YARBROUGH TRACT; THENCE NORTH 10 DEGREES WEST 36 POLES TO A SMALL BEECH AND POINTER; THENCE NORTH 89 DEGREES WEST 98 POLES TO A BEECH AND POINTERS ON THE EAST BANK OF WHITES CREEK; THENCE NORTH 85½ DEGREES WEST CROSSING SAID OLD ROAD AT 25 POLES IN ALL 60.4 POLES TO THE CENTER OF SAID TURNPIKE; THENCE NORTH 9 DEGREES WEST WITH THE CENTER OF SAID TURNPIKE ROAD 43.16 POLES TO THE BEGINNING CONTAINING 73 QCRES BE THE SAME MOR OR LESS, BUT INCLUDING IN SAID DESCRIPTION AND EXCLUDING THEREFROM 2 ACRES CONVEYED BY C. E. MANLOVE TO DAVID MCPHERSON BY DEED OF RECORD IN BOOK 61 PAGE 257, SAID REGISTER'S OFFICE.

BEING THE SAME TRACT OF LAND CONVEYED TO MRS. W.J. WHITE BY DEED FROM DAVID H. ENSLEY AND WIFE OF RECORD IN BOOK 834, PAGE229 SAID REGISTER'S OFFICE.

THIRD TRACT; A SHORT DISTANCE EAST OF THE WHITES CREEK TURNPIKE ROAD, DESCRIBED AS FOLLOWS BEGINNING AT A STONE, THE SOUTHWEST CORNER OF A TRACT OF LAND FORMERLY OWNED BY C.H. MANLOVE CONTAINING 18 ACRES AND, THE NORTHEAST CORNER OF C. E. MANLOVE'S 73 ACRE TRACT OF LAND; THENCE EAST 66 POLES TO AN ASH; THENCE SOUTH 91 POLES TO AN ASH ON TOP OF A HIGH RIDGE IN JAMES YARBROUGH'S OLD LINE; THENCE WITH THE RIDGE NORTH 63½ DEGREES WEST 21 POLES, SOUTH 69 DEGREES WEST 22 POLES, NORTH 81½ DEGREES WEST 21 POLES MORE OR LESS, TO THE SOUTHEAST CORNER OF C.E. MANLOVE'S 73- ACRE TRACT; THENCE NORTH WITH THE EAST LINE OF SAID TRACT 89 POLES TO THE BEGINNING CONTAINING 38 ACRES MORE OR LESS.

FOURTH TRACT; LIES ADJOINING THE ABOVE TRACT NO. 3, AND IS DESCRIBED AS FOLLOWS: BEGINNING AT A HICKORY THE NORTHEAST CORNER OF A TRACTOF LAND SOLD TO C.H. MANLOVE CONTAINING 18 ACRES AND 5 POLES ALSO KNOWN AS A CORNER OF A TRACT OF LAND FORMERLY OWNED BY EDWARD BUTLER NOW DECEASED AND OWNED BY JAMES WILLIAMS THENCE WEST WITH SAID WILLIAMS' LINE 65½ POLES TO A STONE ON TOP OF THE RIDGE CORNER TO A 10- ACRE TRACT NOW OWNED BY JOHN A VAUGHN THENCE SOUTH 44 POLES TO A LARGE STONE MARKED AS A CORNER BETWEEN EDWARD MANLOVE AND MRS. DUKE; THENCE EAST WITH DUKE'S LINE 65½ POLES TO AN ASH TREE NOW DOWN AND POINTERS IN A LINE OF TRACT OF LAND OWNED BY ROBERT WEAKLEY; THENCE NORTH WITH SAME TO POINT OF BEGINNING. THE ROAD LEADING THROUGH MANLOVE'S PASTURE HAS HERETOFORE BEEN DEEDED BY MANLOVE FOR THE BENEFIT OF THE LAND HEREIN

THE ABOVE THIRD AND FOURTH TRACTS BEING THE SAME CONVEYED TO W. J. WHITE BY DEED FROM L.E. REVIS AND WIFE OF RECORD IN BOOK 565, PAGE 207 SAID REGISTER'S OFFICE AND DEVISED TO MRS. MATILDA WHITE BY HER HUSBAND W. J. WHITE BY HIS WILL RECORDED IN WILL BOOK 49 PAGE 425, COUNTY COURT FOR SAID COUNTY. (SEE X)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FRED MONROE JOHNSON AND WIFE MOVALINE JOHNSON 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 FRED MONROE JOHNSON AND WIFE MOVALINE JOHNSON 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 FRED MONROE JOHNSON AND WIFE MOVALINE JOHNSON do hereby transfer and convey unto C. C. POTTER, , 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.

(X) NOTE; PURCHASERS HEREBY ASSUME THE PAYMENT OF ALL TAXES FOR THE YEAR OF 1937