WE , the said GEORGE D.LESLIE AND LILLIE M.LESLIE , 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 GEORGE D. LESLIE AND LILLIE M.LESLIE , 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 GEORGE D. LESLIE AND LILLIE M.LESLIE 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 C.C.BARNES 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 . R.H . HAMPTON AND ALINE MAI HAMPTON

and GEORGE D. LESLIE AND LILLIE M.LESLIE , hereunto set our hands at NASHVILLE , Tennessee, this the 9TH day of FEB , 193 8 .

WITNESS TO MARK
W.F. HARDISON
CHESTER JONES

RICHARD HENRY HAMPTON
ALINE MAIE HAMPTON
GEORGE D. LESLIE
LILLIE M.LESLIE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.F. HARDISON , a Notary Public in and for said County and State, the within named R.H. HAMPTON AND WIFE, ALINE MAI HAMPTON AND GEORGE D. LESLIE AND WIFE LILLIE M.LESLIE,

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 , of the said X having appeared before me privately and apart from husband , the said X , acknowledged the execution of the said instrument to have been done by X 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 12 day of FEBRUARY , 193 8.

My commission expires OCT 7 1941

U.S.R.S. $.50¢
REC'D FEB 16,1938 AT 12:21 P.M.

(Seal) W.F. HARDISON
Notary Public.

29071 Abstract Co.

J.A.E.

INSTALLMENT DEED

1055

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND SIX HUNDRED (4,600.00)AND NO.100 DOLLARS of which TWENTY ($20.00) AND NO/100 - - - - - - DOLLARS has been paid in cash by ARTHUR E. MCMILLAN AND WIFE,ALMA MCMILLAN , the receipt of which is hereby acknowledged, and for the remainder the said THE SAID ARTHUR E. MCMILLAN AND WIFE, ALMA MCMILLAN ASSUME AND AGREE TO PAY ~~DOLLARS~~ THE SUM OF $2,000.00 DUE NASHVILLE TRUST COMPANY,EVIDENCED BY 10 NOTES DATED APRIL 6, 1937, THE FIRST 9 BEING FOR $75.00 EACH AND DUE ON THE 6TH DAY OF APRIL AND OCTOBER OF EACH YEAR RESPECTIVELY BEGINNING OCTOBER 6, 1937, AND THE LAST OR TENTH NOTE BEING FOR $1,325.00 AND DUE APRIL 6,1942, WITH INTEREST AND SECURED BY DEED OF TRUST EXECUTED BY G.A. HARRISON AND WIFE,MALLIE HARRISON TO CHAS. NELSON,TRUSTEE, OF RECORD IN BOOK 1033, PAGE 15, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE; AND FOR THE BALANCE THE SAID ARTHUR E. MCMILLAN AND WIFE, ALMA MCMILLAN HAVE EXECUTED THEIR 86 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH IN THE SUM OF $30.00 EACH, THE FIRST NOTE FALLING DUE JUNE 1,1937 AND THE OTHERS MONTHLY THEREAFTER AND PAYABLE TO THE ORDER OF GEORGE ARTHUR HARRISON AND WIFE, MALLIE D. HARRISON 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, GEORGE ARTHUR HARRISON AND WIFE, MALLIE D. HARRISON HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID ARTHUR E. MCMILLAN AND WIFE, ALMA MCMILLAN,THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY,TENNESSEE,AS FOLLOWS:

A TRACT OF LAND IN THE 6TH,FORMERLY 9TH CIVIL DISTRICT OF DAVIDSON COUNTY,BEING PARTS OF LOTS NOS.28 AND 29 ON THE PLAN OF THE HINCHEY PETWAY PROPERTY, AS OF RECORD IN MINUTE BOOK "I", PAGE 442, CHANCERY COURT AT NASHVILLE,DESCRIBED ACCORDING TO A SURVEY MADE BY ERLE DRAKE, COUNTY SURVEYOR, DECEMBER 15,1919, AS FOLLOWS:

BEGINNING IN THE CENTER OF THE ANTIOCH,FORMERLY MILL CREEK VALLEY, PIKE AT THE NORTHWEST CORNER OF THE 20 ACRE TRACT OF LAND CONVEYED BY ROCHIE B. BUELL TO J.C.R. MCCALL AND WIFE, BY DEED OF RECORD IN BOOK 353, PAGE 327, REGISTER'S OFFICE FOR SAID COUNTY;THENCE WITH THE CENTER OF SAID PIKE NORTH 87½° EAST 207 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED BY W.H. HARRISON AND WIFE TO GEE TURBEVILLE BY DEED OF RECORD IN BOOK 522, PAGE 461, SAID REGISTER'S OFFICE;THENCE WITH SAID TURBEVILLE'S WESTERLY LINE SOUTH 1¼° WEST 265 FEET TO TURBEVILLE'S SOUTHWEST CORNER;THENCE WITH SAID TURBEVILLE'S SOUTHERLY LINE NORTH 87½° EAST 72 FEET TO A STAKE, TURBEVILLE'S SOUTHEAST CORNER;THENCE SOUTH 1¼° WEST 620 FEET TO A STAKE IN ANDERSON CASON'S NORTH LINE;THENCE WITH SAID LINE NORTH 78¼° WEST 56 FEET TO A STONE,SAID CASON'S CORNER;THENCE SOUTH 2-¾° WEST 180.5 FEET;THENCE NORTH 87½° WEST 263.5 FEET TO BUELL'S CORNER;THENCE NORTH 2-3/4° EAST 1033 FEET TO THE BEGINNING, CONTAINING 6.58 ACRES, MORE OR LESS, BEING PART OF THE PROPERTY ACQUIRED BY GEORGE ARTHUR HARRISON UNDER DEED OF PARTITION OF RECORD IN BOOK 881, PAGE 494, SAID REGISTER'S OFFICE.

I declare that I saw the true and lawful holder of the claim secured by the foregoing deed of trust sign the same in person and that he is of lawful age.

Sept 1938

Witness my hand this 12 day of Feb 1938

Notary Public

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ARTHUR E. MCMILLAN AND WIFE, ALMA MCMILLAN, THEIR heirs and assigns, forever, lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. WE covenant that WE ARE

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ARTHUR E. MCMILLAN AND WIFE, ALMA MCMILLAN 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 ARTHUR E. MCMILLAN AND WIFE, ALMA MCMILLAN do hereby transfer and convey unto WILLIAM O. LEE , 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.