I , the said LOUIE YANCEY,TRUSTEE , 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 $ INSURABLE VALUE 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 LOUIE YANCEY,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, IF 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 representatives or assigns. LOUIE YANCEY, TRUSTEE FOR BETTY JEAN YANCEY HIS SUCCESSORS AND

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 M.N. YOUNG 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 W.C. HAGAN AND WIFE, LELA HAGAN

and LOUIE YANCEY TRUSTEE
at NASHVILLE , Tennessee, this the 20TH day of MARCH , hereunto set our hands , 193 6.

W.C. HAGAN

LELA HAGAN
LOUIE YANCEY TRUSTEE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RUBY NAYLOR , a Notary Public in and for said County and State, the within named W.C. HAGAN AND WIFE, LELA HAGAN, AND LOUIE YANCEY TRUSTEE

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

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

Witness my hand and official seal at Nashville, Tennessee, this 15TH day of APRIL , 193 6.

My commission expires JULY 11 1936

(Seal) RUBY NAYLOR
Notary Public.

U.S.R.S. $1.50

REC'D MCH 4,1938 AT 2:15 P.M.

J.A.E.

INSTALLMENT DEED

1055

FOR AND IN CONSIDERATION of the sum of $325.00) - - - - - - DOLLARS

of which $125.00 DOLLARS has been paid in cash by JOE BLACKMAN AND WIFE, ANNA BLACKMAN , the receipt of which is hereby acknowledged, and for the remainder $200.00 DOLLARS

the said JOE BLACKMAN AND WIFE, ANNA BLACKMAN, HAVE EXECUTED THEIR TWO PROMISSORY NOTES IN THE AMOUNT OF $100.00 EACH PAYABLE ON OR BEFORE 12 AND 24 MONTHS AFTER DATE WITH INTEREST AT THE RATE OF 6% PER ANNUM UNTIL PAID 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, BENTLEY MARSHALL AND WIFE NOYTE MARSHALL HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID JOE BLACKMAN AND WIFE ANNA BLACKMAN,THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY,TENNESSEE,AS FOLLOWS:

A TRACT IN THE 2ND FORMERLY THE 5TH CIVIL DISTRICT OF SAID COUNTY, DESCRIBED ACCORDING TO A SURVEY MADE BY ERLE DRAKE COUNTY SURVEYOR, AS FOLLOWS:

BEGINNING IN THE CENTER OF A COUNTY ROAD AT ALBERT LANE'S NORTHEAST CORNER; RUNNING THENCE WITH LANE'S NORTH LINE NORTH 86¼° WEST 77.33 POLES TO SAM SEAT'S NORTHEAST CORNER AND JOE BLACKMAN'S SOUTHEAST CORNER;THENCE WITH BLACKMAN'S EAST LINE, NORTH 3¼° EAST 104.59 POLES TO WADE MORGAN'S SOUTH LINE;THENCE WITH WADE MORGAN'S LINE AS FOLLOWS: SOUTH 86¼°EAST 32.30 POLES; SOUTH 3½° WEST 35.54 POLES;THENCE CONTINUING WITH MORGAN'S LINE AND WITH SPURLOCK'S LINE, SOUTH 86¼° EAST.,CROSSING THE COUNTY ROAD, 44.7 POLES TO W.L. GUNN'S WEST LINE; THENCE WITH GUNN'S WEST LINE, SOUTH 3½° WEST 68.46 POLES TO THE BEGINNING, CONTAINING 40 ACRES, MORE OR LESS.

BEING THE PROPERTY WILLED TO BENTLEY MARSHALL AS DEVISEE UNDER THE WILL OF HARRIETT MARSHALL, DECEASED, OF RECORD IN BILL BOOK 36 PAGE 60 IN THE OFFICE OF THE COUNTY COURT CLERK FOR SAID COUNTY,AND THE PROPERTY DESCENDED TO THE BENTLEY MARSHALL AS THE ONLY HEIR AT LAW OF WALTER MARSHALL AND EDWIN OR IRWIN MARSHALL BOTH OF WHOM DIED INTESTATE AND WITHOUT ISSUE, AND BEING THE PROPERTY CONVEYED TO THE UNDERSIGNED BENTLEY MARSHALL BY QUIT-CLAIM DEED FROM GEORGE MARSHALL, WHICH IS OF RECORD IN THE OFFICE OF THE REGISTER FOR DAVIDSON COUNTY,TENNESSEE.

TRACT 2: BEING A TRACT OF 5 ACRES IN SAID DISTRICT ON STATE HIGHWAY NO.2, BOUNDED ON THE EAST BY THE LANDS OF ED MARSHALL, ON THE SOUTH BY THE LANDS OF F.M. MORGAN AND ON THE NORTH AND WEST BY THE LANDS OF JOE BLACK. AND BEING THE SAME TRACT OF LAND CONVEYED TO ED MARSHALL BY CORNELIA BELL OF RECORD IN BOOK 754, PAGE 70 SAID REGISTER'S OFFICE, THE SAID ED MARSHALL AND BENTLEY MARSHALL BEING THE ONE AND SAME PERSON.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOE BLACKMAN AND WIFE, ANNA BLACKMAN,THEIR heirs and assigns, forever, WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. EXCEPT FOR ANY UNPAID TAXES WHICH ARE EXPRESSLY ASSUMED BY THE GRANTEES.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOE BLACKMAN AND WIFE ANNA BLACKMAN 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 JOE BLACKMAN AND WIFE, ANNA BLACKMAN do hereby transfer and convey unto C.H. BRILEY, 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.

I declare 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 12 day of Apl. 1940

Attest: E. L. Seay Sr. Deputy Clerk
A Seay a Clerk Pro.
DEPUTY REGISTER