WE , the said HENRY E.LEECH AND WIFE, OLA SMITH LEECH, , 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 HENRY E.LEECH AND WIFE, OLA SMITH LEECH, , 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 on. .f 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 HENRY E.LEECH AND WIFE, OLA SMITH LEECH, 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 BRANSFORD STONE, 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 JOHN S.BRANSFORD AND WIFE, HELEN D.BRANSFORD, GLADYS T.ALTHAUSER and HUSBAND, W.E.ALTHAUSER, AND HENRY E.LEECH AND WIFE, OLA SMITH LEECH, , hereunto set our hands at NASHVILLE, , Tennessee, this the 18TH day of MAY, , 1938 .

JOHN S.BRANSFORD
HELEN D. BRANSFORD
GLADYS T.ALTHAUSER
W.E.ALTHAUSER
HENRY E.LEECH
OLA SMITH LEECH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JNO.W.NOLAN, , a Notary Public in and for said County and State, the within named JOHN S.BRANSFORD AND WIFE, HELEN D.BRANSFORD, AND GLADYS T.ALTHAUSER AND HUSBAND, W.E.ALTHAUSER, AND HENRY E.LEECH AND WIFE, OLA SMITH LEECH,

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 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.

Witness my hand and official seal at Nashville, Tennessee, this 25TH day of MAY , 1938 .

My commission expires JAN.13, 1942.

(Seal) JNO.W.NOLAN,
Notary Public.

U.S.R.S. $0.50.

RECD MAY 27, 1938 AT 11:10 A.M.

MM

37738 MARSHALL & BRUCE CO. NASHVILLE

V. JAE.

INSTALLMENT DEED

1088

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND ($2000.00) DOLLARS TO BE PAID BY W.R. CAMPBELL AND WIFE BERTHA E. CAMPBELL AS FOLLOWS:

~~of which DOLLARS has been paid in cash by , the receipt of which is hereby acknowledged, and for the remainder DOLLARS~~

the said W.R. CAMPBELL AND WIFE BERTHA E. CAMPBELL HAVE EXECUTED THEIR 100 PROMISSORY NOTES IN THE PRINCIPAL SUM OF $20.00 EACH PAYABLE TO THE ORDER OF MRS. MAY ELIZABETH HOOPER, BUT INTEREST ON THE ENTIRE SERIES OF NOTES AT THE RATE OF THREE (3) PER CENT PER ANNUM HAS BEEN CALCULATED AND ADDED INTO SAID NOTES AS THEY MATURE, MAKING THE FIRST NOTE FOR THE SUM OF $25.00, THE SECOND FOR THE SUM OF $24.95 AND EACH SUCCEEDING NOTE DECREASING 5 CENTS, THE LAST, OR 100TH NOTE BEING FOR $20.05. ALL OF SAID NOTES BEAR DATE OF MAY 2, 1938, THE FIRST ONE BEING DUE JUNE 2, 1938, AND THE OTHERS ON THE 2ND DAY OF EACH MONTH CONSECUTIVELY THEREAFTER, ALL OF SAID NOTES BEARING SIX PER CENT INTEREST FROM MATURITY 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. MAY ELIZABETH HOOPER, A WIDOW HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID W.R. CAMPBELL AND WIFE BERTHA E. CAMPBELL, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING TRACT OR LOT NO. I ON MAP SHOWING SUBDIVISION OF A TRACT OF LAND CONVEYED BY JOHN ROTIER JR., AND WIFE TO J.O. HOOPER AND WIFE IN THE 11TH CIVIL DISCTRICT OF DAVIDSON COUNTY, TENNESSEE, SAID MAP BEING OF RECORD IN BOOK NO. 843, PAGE 106, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

SAID TRACT OR LOT I BEGINS IN THE CENTER OF WILLIAMS FERRY ROAD AND EXTENDS SOUTHWARDLY 788 FEET TO ITS SOUTHERN BOUNDAY; THENCE ALONG SAID SOUTHERN BOUNDARY NORTHEASTWARDLY 89 FEET TO THE CORNER OF LOTS NOS. I AND 2 ON SAID MAP; THENCE NORTHWARDLY 780 FEET, MORE OR LESS, TO THE CENTER OF SAID WILLIAMS FERRY ROAD; THENCE WESTWARDLY ALONG THE CENTER OF SAID WILLIAMS FERRY ROAD 110.7 FEET TO THE BEGINNING, CONTAINING TWO AND THIRTEEN ONE-THOUSANDTHS (2.013) ACRES.

THIS IS A PART OF THE SAME PROPERTY WHICH WAS CONVEYED BY WARRANTY DEED FROM JOHN ROTIER, JR. AND WIFE MATTIE ROTIER TO J.O. HOOPER AND WIFE MAY ELIZABETH HOOPER, SAID DEED BEARING DATE OF SEPTEMBER 15, 1919, AND OF RECORD IN BOOK NO. 534, PAGE 142, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. THE SAID J.O. HOOPER DIED IN NASHVILLE, TENNESSEE, ON FEBRUARY 21, 1932, LEAVING A WILL WHICH IS OF RECORD IN WILL BOOK 48, PAGE 374, OF THE COUNTY COURT OF DAVIDSON COUNTY, TENNESSEE, AND IN SAID WILL HE GAVE AND DEVISED ALL OF HIS PROPERTY, BOTH REAL AND PERSONAL, AFTER THE PAYMENT OF DEBTS, TO HIS WIFE, MRS. MAY ELIZABETH HOOPER.

THERE IS LOCATED ON SAID TRACT OF LOT NO. I A SIX-ROOM FRAME HOUSE.

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 24 day of Sept 1949.

Attest: J.P. Wilson DEPUTY REGISTER

Mary Elizabeth Hooper

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W.R. CAMPBELL AND WIFE BERTHA E. CAMPBELL, 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.

WE further covenant and bind MY heirs and representatives, to warrant and forever defend the title to said real estate to said W.R. CAMPBELL AND WIFE BERTHA E. CAMPBELL, 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 W.R. CAMPBELL AND WIFE BERTHA E. CAMPBELL, do hereby transfer and convey unto BREW COODE , 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.