WE , the said WESLEY L. KINSER AND WIFE, ELIZABETH R. KINSER, , 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 $ 4000.00 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 WESLEY L. KINSER AND WIFE, ELIZABETH R. KINSER, , 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 WESLEY L. KINSER AND WIFE, ELIZABETH R. KINSER, - 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. W. RUSSELL, 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 J. CLEM DAVIS AND WIFE, JESSIE H. DAVIS,

and WESLEY L. KINSER AND WIFE, ELIZABETH R. KINSER, , hereunto set our hands

at NASHVILLE, , Tennessee, this the 26 day of MAY, , 1938.

WESLEY L. KINSER
ELIZABETH R. KINSER
J. CLEM DAVIS
JESSIE H. DAVIS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, A. S. HATHCOCK, a Notary Public in and for said County and State, the within named WESLEY L. KINSER, ELIZABETH R. KINSER, J. CLEM DAVIS AND JESSIE H. DAVIS,

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 X husband, the said , 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, DAVIDSON COUNTY, Tennessee, this 26 day of MAY, , 1938.

My commission expires 10/9/39

(Seal) A. S. HATHCOCK, Notary Public.

U.S.R.S. $5.50.

RECEIVED JULY 2, 1938, AT 10:25 A.M.

FH

NUMBER 1842 RECORDED JULY 5, 1938. ROSA D. MOSS, ET ALS. TO D. G. FAULKNER, ET UX.

M. H. S.

INSTALLMENT DEED

1088

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

of which FIVE HUNDRED & NO/100 DOLLARS has been paid in cash by D. G. FAULKNER AND WIFE MARY LOU FAULKNER, the receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND SEVEN HUNDRED FIFTY & NO/100 DOLLARS

the said D. G. FAULKNER AND WIFE MARY LOU FAULKNER

HAVE HAVE ASSUMED AND AGREED TO PAY AN INDEBTEDNESS OF $1,800.00, BALANCE AS OF APRIL 1, 1938, WITH INTEREST THEREON FROM SAID DATE, DUE ON AN INDEBTEDNESS WHICH IS FULLY DESCRIBED IN AND SECURED BY A DEED OF TRUST OF RECORD IN BOOK 992, PAGE 340, R.O.D.C. TENN., COVERING THE NORTHERLY HALF OF LOT NO. 64 ON THE PLAN OF THE KENNER MANOR LAND COMPANY'S SECOND SUBDIVISION AS OF RECORD IN BOOK 421, PAGE 100, R.O.D.C. TENN; AND FOR THE REMAINDER OF $1,950.00 THE SAID D. G. FAULKNER AND WIFE MARY LOU FAULKNER HAVE EXECUTED THEIR SEVENTY-EIGHT NOTES IN THE SUM OF $25.00EACH, PLUS 6% INTEREST, ALL BEARING DATE OF JULY 1, 1938, THE FIRST NOTE MATURING AUGUST 1, 1938, AND THE REMAINDER MONTHLY THEREAFTER CONSECUTIVELY. THE FIRST AND LARGEST OF SAID NOTES BEING FOR THE SUM OF $34.75, PRINCIPAL AND INTEREST, AND EACH NOTE THEREAFTER DECREASING AT THE RATE OF 12.38 PER MONTH RESPECTIVELY. ALL OF SAID NOTES ARE MADE PAYABLE TO THE ORDER OF ELSIE JEAN MOSS AND LOUISE MOSS, AND

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, WE, ROSA D. MOSS, ELSIE JEAN MOSS, AND LOUISE MOSS

HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID D. G. FAULKNER AND WIFE MARY LOU FAULKNER, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 64 ON THE PLAN OF KENNER MANOR LAND COMPANY'S SECOND SUBDIVISION OF THE KENNER TRACT AS OF RECORD IN BOOK 421, PAGE 100, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 64 FRONTS 100 FEET ON THE WESTERLY SIDE OF KENNER AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 200 FEET TO A DEAD LINE.

SAID SOUTHERLY HALF OF SAID LOT BEING THE SAME PROPERTY CONVEYED TO ROSA D. MOSS BY DEED FROM NASHVILLE TRUST COMPANY, TRUSTEE, OF RECORD IN BOOK 712, PAGE 622, AND THE NORTHERLY HALF OF SAID LOT BEING THE SAME PROPERTY CONVEYED TO LOUISE MOSS AND ELSIE JEAN MOSS BY TWO DEEDS, ONE FROM NASHVILLE TRUST COMPANY, TRUSTEE AND EXECUTOR, OF RECORD IN BOOK 712, PAGE 621, AND THE OTHER FROM CLYDE P. FERGUSON AND WIFE OF RECORD IN BOOK 950, PAGE 245, BAID REGISTER'S OFFICE.

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 the release of the Deed of Trust securing the same in full. This 1st day of October 1941

Attest: E. Murphy, Clerk
By: [illegible] DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said D. G. FAULKNER AND WIFE MARY LOU FAULKNER, 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 BY DEED OF TRUST OF RECORD IN BOOK 992, PAGE 340, R.O.D.C. TENN., AND TAXES FOR 1938, PAYMENT OF WHICH IS ASSUMED BY THE GRANTEES HEREIN. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said D. G. FAULKNER AND WIFE MARY LOU FAULKNER, 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 D. G. FAULKNER AND WIFE MARY LOU FAULKNER do hereby transfer and convey unto M. G. HORKINS, 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.