, the said THOS.W.GOODLOE AND WIFE, SARA MURRAY GOODLOE, , 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 $ 1,460.00 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 THOS.W.GOODLOE AND WIFE, SARA MURRAY GOODLOE, , 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 SAID THOS.W.GOODLOE AND WIFE, SARA MURRAY GOODLOE, 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 ROBERT L.OVERTON, 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 FAITH HARRINGTON OVERTON AND HER HUSBAND PERKINS OVERTON and THOS.W.GOODLOE AND WIFE, SARA MURRAY GOODLOE, HAVE , hereunto set our hands at NASHVILLE, , Tennessee, this the 7 day of JULY , 193 9.

FAITH HARRINGTON OVERTON
PERKINS OVERTON.
THOS.W.GOODLOE
SARA MURRAY GOODLOE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LUCILE RANSON, , a Notary Public in and for said County and State, the within named FAITH HARRINGTON OVERTON AND PERKINS OVERTON,

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

And , of the said

having appeared before me privately and apart from husband , the said , acknowledged the execution of the said instrument to have been done by 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 7TH day of JULY , 193 9.

My commission expires OCTOBER 21, 1939.

(Seal) LUCILE RANSON
Notary Public.

STATE OF TENNESSEE, ~~DAVIDSON~~ COUNTY OF DAVIDSON.

Personally appeared before me, G.M.O'CALLAGHAN, , a Notary Public in and for said County and State, the within named THOS.W.GOODLOE AND SARA MURRAY GOODLOE,

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

And , of the said

having appeared before me privately and apart from husband , the said , acknowledged the execution of the said instrument to have been done by 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 8TH day of JULY , 193 9.

My commission expires APRIL 11, 1942.

(Seal) G.W.O'CALLAGHAN,
Notary Public.

U.S.R.S. $4.00.
RECD JULY 8, 1939 AT 10:28 A.M.
MM

INSTALLMENT DEED

1092

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED & FIFTEEN DOLLARS

of which ONE HUNDRED & TWENTY FIVE DOLLARS has been paid in cash by GLENN H.DUNCAN AND WIFE DORTHY GARRETT DUNCAN , the receipt of which is hereby acknowledged, and for the remainder OF THREE HUNDRED AND NINETY DOLLARS the said GLENN H.DUNCAN AND WIFE, DOROTHY GARRETT DUNCAN

HAVE EXECUTED EIGHT DEFERRED PAYMENT NOTES. SEVEN OF THESE NOTES FOR FIFTY DOLLARS ($50.00) EACH. ONE OF THESE NOTES FOR FORTY DOLLARS (40.00) PAYABLE TO THE ORDER OF CLARK B.ROLLINS AND WIFE EMMA L.ROLLINS, THE FIRST OF SAID NOTES MATURING MONTHS AFTER DATE, AND THE REMAINDER MATURING RESPECTIVELY EACH SIX MONTHS THEREAFTER.

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 7 day of July 1939
Clark B. Rollins

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed

WE, CLARK B.ROLLINS AND WIFE EMMA L.ROLLINS,

have this day bargained and sold, and do hereby transfer and convey, unto the said GLENN H.DUNCAN AND WIFE, DOROTHY GARRETT DUNCAN, -- heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING SOUTH 80 FEET OF LOT NO.4 IN BLACK K IN THE PLAN OF W.M.CANTRELL'S SUBDIVISION, AS OF RECORD IN BOOK 332, PAGE 85, R.O.D.C. TENN.

SAID SOUTH 80 FEET OF LOT 4 IN BLOCK K FRONTS 80 FEET ON THE WESTERLY SIDE OF CANTRELL ARE AND RUNS BACK 221 FEET 3 INCHES TO AN ALLEY ON WHICH ALLEY THE LOT MEASURES 80 FEET AND BEING A PART OF THE PROPERTY CONVEYED TO SAID CLARK B.ROLLINS AND WIFE, EMMA L.ROLLINS BY DEED DATED MAY 2, 1938 AND OF RECORD IN BOOK 1117, PAGE 87, R.O.D.C.TENN. THE SAID PARCEL OR TRACT OF LAND IS CONVEYED SUBJECT TO EACH AND ALL OF THE RESTRICTIONS AND COVENANTS WHICH RUN WITH SAID LAND AND BIND ALL PERSONS WHO MAY OWN, POSSESS, ACCEPT AND USE SAME UNTIL JAN. 1, 1947, SET OUT AND CONTAINED IN INSTRUMENT EXECUTED BY SPERRY REALTY CO. DATED APRIL 2, 1937 RECORDED IN BOOK 1021, PAGE 655, R.O.D.C.TENN. AS AMONDED BY INSTRUMENT DATED APRIL 12, 1938 RECORDED IN BOOK 1040, PAGE 683, R.O.D.C.TENN.

THE RIGHT TO MAKE ONE TAP OR SERVICE CONNECTION WITH THE WATER MAIN, SUBJECT TO THE CONSTRACT BETWEEN HILLSBORO WATER CO., INC., AND SPERRY REALTY CO., IS ALSO CONVEYED.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GLENN H.DUNCAN AND WIFE, DOROTHY GARRET_ DUNCAN, -- 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.

AND further covenant and bind OUR - heirs and representatives, to warrant and forever defend the title to said real estate to said GLENN H.DUNCAN AND WIFE, DOROTHY GARRET DUNCAN, 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 GLENN H.DUNCAN AND WIFE, DOROTHY GARRET DUNCAN do hereby transfer and convey unto C.A.SCHUTT , 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.