WE , the said JIMMIE AND OLLIE LOGUE HAYES , 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 JIMMIE AND OLLIE LOGUE HAYES , 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 JIMMIE AND OLLIE LOGUE HAYES 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 HARRY A. LUCK 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 N. MCK. BRYAN AND WIFE DAISY S. BRYAN

and JIMMIE HAYES AND WIFE OLLIE LOGUE HAYES , hereunto set our hands at NASHVILLE , Tennessee, this the 9TH day of NOVEMBER , 193 7 .

N. MCK. BRYAN
DAISY S. BRYAN
JIMMIE HAYES
OLLIE LOGUE HAYES
LOUIS R. LINX, TRUSTEE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, T. H. PATTON , a Notary Public in and for said County and State, the within named N. MCK BRYAN, DAISY S. BRYAN, JIMMIE HAYS & OLLIE LOGUE HAYES

the bargainor - , with whom I am personally acquainted, and who acknowledged that - 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 understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal at OLD HICKORY Nashville, Tennessee, this 15 day of NOV , 1937 .

My commission expires JULY 21, 1941

(Seal) T. H. PATTON
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ETHEL B. DAVIS , a Notary Public in and for said County and State, the within named LOUIS R. LINX, TRUSTEE

the bargainor , with whom I am personally acquainted, and who acknowledged that HE 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 understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 15TH day of NOVEMBER , 193 7

My commission expires JULY 6, 1940

U.S.R.S. 50¢

(Seal) ETHEL B. DAVIS
Notary Public.

REC'D FEB 5, 1940 AT 10;21 A.M.

TP

NUMBER 32794 RECORDED FEB. 10, 1940.
C.W.COMBS, ET UX., TO EMMETT C.SMITH, ET AL.

INSTALLMENT DEED

1092

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND & 00/100 ($2,000.00) DOLLARS of which FIVE HUNDRED & 00/100 ($500.00) DOLLARS has been paid in cash by M.SMITH JR. EMMETT C.SMITH AND WIFE, EVIE LENA SMITH, AND IRBY the receipt of which is hereby acknowledged, and for the remainder ONE THOUSAND FIVE HUNDRED & 00/100 ($1,500.00) DOLLARS the said EMMETT C.SMITH AND WIFE, EVIE LENA SMITH AND IRBY M.SMITH, JR.

HAVE EXECUTED THEIR FIFTY VENDOR'S LIEN NOTES, BEARING EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF C.W.COMBS AND WIFE, CLARA BELLE COMBS, IN THE SUM OF $30.00 EACH, PAYABLE MONTHLY FROM DATE,

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BOOK NO. 260 PAGE NO. 409
R.O.D.C., TENN.

all of said notes bearing ~~six per cent~~ NO interest from date, and ~~providing~~ PROVIDE 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, C.W.COMBS AND WIFE, CLARA BELLE COMBS

have this day bargained and sold, and do hereby transfer and convey, unto the said EMMETT C. SMITH AND WIFE EVIE LENA SMITH AND IRBY M.SMITH JR. THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, ~~as follows~~: THE 20 FORMERLY THE 5TH CIVIL DISTRICT OF

DESCRIBED ACCORDING TO A SURVEY MADE BBY Z.J. WILKINSON SURVEYOR JANUARY 24,1940

AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF THE MURFREESBORO PIKE WHERE THE CENTER LINE OF SMITH SPRINGS ROAD INTERSECTS SAID MURFREESBORO PIKE THENCE WITH THE CENTER LINE OF SAID MURFREESBORO PIKE NORTH 31° WEST 80 FEET TO A POINT IN THE SAME THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO HETTIE E. SMITH BY DEED OF RECORD IN BOOK 1012, PAGE 159, OF THE REGISTER'S OFFICE FOR SAID COUNTY, THENCE WITH HETTIE E.SMITH'S SOUTHERLY LINE SOUTH 88° 15' EAST 73 FEET TO A POST, HETTIE E. SMITH'S SOUTHEAST CORNER; THENCE WITH HETTIE E.SMITH'S EASTERLY LINE NORTH 0° 30' EAST 118.7 FEET TO A STAKE IN A FENCE, THENCE SOUTH 49° EAST 112.7 FEET TO A STAKE THENCE SOUTH 6° WEST 114.5 FEET TO THE CENTER OF SMITH SPRINGS ROAD, THENCE WITH THE CENTER OF LINE OF SMITH SPRINGS ROAD NORTH 88° WEST 106 FEET TO THE POINT OF BEGINNING , CONTAINING .362 OF AN ACRE.

BEING PART OF THE PROPERTY CONVEYED TO C.W.COMBS BY DEED FROM T.E. STAMMERS AND WIFE OF RECORD IN BOOK 330 PAGE 534, SAID REGISTER'S OFFIC .

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said EMMETT C. SMITH AND WIFE EVIE LENA SMITH AND IRBY M.SMITH JR., THEIR, heirs and assigns, forever, WE DO 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.

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said EMMETT C.SMITH AND WIFE EVIE LENA SMITH & IRBY M.SMITH JR. 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 EMMETT C.SMITH AND WIFEEVIE LENA SMITH AND IRBY M.SMITH JR. do hereby transfer and convey unto LEE S. MARTIN 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.