I , the said ARMPIE ARMSBY , 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 $ 4,800.00 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. 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 ARMPIE ORMSBY , 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, 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 ARMPIE ORMSBY ,HER 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 W.E. STEGER 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 LITTELL RUST, EXECUTOR & TESTAMENTARY TRUSTEE and ARMPIE ORMSBY , hereunto set our hands at NASHVILLE , Tennessee, this the 4TH day of MARCH 1940. ~~193~~ .

LITTELL RUST
EXECUTOR & TESTAMENTARY
TRUSTEE UNDER WILL OF MRS. SALLIE A.C. WATKINS
ARMPIE ORMSBY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, G. PULLEN JACKSON , a Notary Public in and for said County and State, the within named LITTELL RUST, EXECUTOR & TESTAMENTARY TRUSTEE AND ARMPIE ORMSBY, A WIDOW, 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 X 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 4TH day of MARCH 1940. ~~193~~ .

My commission expires 7-6-43

(Seal) G. PULLEN JACKSON
Notary Public.

U.S.R.S. $5.00

REC'D MCH 5, 1940 AT 3:32 P.M.

NUMBER 34129 RECORDED MARCH 7, 1940. NASHVILLE TRUST CO., TR. TO KENNETH P. SISK.

40102 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1097

FOR AND IN CONSIDERATION of the sum of ($1,250.00) ONE THOUSAND, TWO HUNDRED FIFTY AND NO/100 DOLLARS of which TWO HUNDRED FIFTY AND NO/100 ($250.00) DOLLARS has been paid in cash by KENNETH P. SISK , the receipt of which is hereby acknowledged, and for the remainder ($1,000.00) ONE THOUSAND AND NO/100 DOLLARS the said KENNETH P. SISK HAS EXECUTED HIS THREE PROMISSORY LIEN NOTES, BEARING EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF NASHVILLE TRUST COMPANY, TRUSTEE, AS FOLLOWS: THE FIRST TWO OF WHICH ARE IN THE AMOUNT OF THREE HUNDRED THIRTY THREE AND 33/100 ($333.33) DOLLARS EACH. AND THE THIRD AND LAST NOTE IS IN THE AMOUNT OF THREE HUNDRED THIRTY THREE AND 34/100 ($333.34) DOLLARS. SAID NOTES BEING DUE ON OR BEFORE, ONE, TWO AND THREE YEARS FROM DATE.

I declare that I am the true and lawful holder of the claim secured by the instrument with which recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien it secures, the same in full. This 25 day of April, 1940.

Attest: Cathleen McCleary
By Ora Rose
DEPUTY REGISTER

INTEREST PAYABLE SEMI-ANNUALLY

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 NASHVILLE TRUST COMPANY, TRUSTEE, PURSUANT TO THE POWER AND AUTHORITY VESTED IN IT, AS SUCH TRUSTEE, BY THE DEED HEREINAFTER MENTIONED, HAS ~~have~~ ES this day bargained and sold, and do hereby transfer and convey, unto the said KENNETH P. SISK, HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A TRACT OF LAND IN THE 6TH. FORMERLY 9TH, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING PART OF THE LANDS BELONGING TO THE ESTATE OF JOHN KIRKMAN, DECEASED, AS SHOWN BY PLAN OF RECORD IN BOOK 37, PAGE 411, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBEDAS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY MARGIN OF THE MURFREESBORO PIKE, OR LAFAYETTE STRET, 175 FEET EASTERLY FROM THE RIGHT-OF-WAY OF THE TENNESSEE CENTRAL RAILROAD, BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO THE OVERTON-WILLIAMS-PINNER COMPANY, BY DEED FROM NORMAN KIRKMAN AND OTHERS, OF RECORD IN BOOK 651, PAGE 575, SAID REGISTER'S OFFICE, NOW OWNED BY THE WEST KENTUCKY COAL COMPANY; AND RUNNING THENCE SOUTH 70½ DEGREES EAST WITH THE SOUTHERLY MARGIN OF SAID PIKE OR STREET 100 FEET; THENCE SOUTH 3½ DEGREES WEST 150 FEET; THENCE WESTWARDLY AND PARALLEL WITH SAID PIKE OR STREET, 100 FEET TO THE EASTERN BOUNDARY LINE OF SAID TRACT OF LAND OWNED BY THE WEST KENTUCKY COAL COMPANY; AND THENCE NORTH 3½ DEGREES EAST WITH THE WEST KENTUCKY COAL COMPANY'S EASTERN BOUNDARY LINE 150 FEET TO THE BEGINNING.

BEING PART OF THE TRACT OF LAND CONVEYED TO THE NASHVILLE TRUST COMPANY, TRUSTEE, BY DEED FROM MISS JENNIE KIRKMAN, ET AL, OF RECORD IN BOOK 805, PAGE 675, SAID REGISTER'S OFFICE.

THE GRANTEE HEREIN ASSUMES AND AGREES TO PAY ALL 1940 TAXES ON THE HEREIN DESCRIBED PROPERTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said KENNETH P. SISK, HIS heirs and assigns, forever, NASHVILLE TRUST COMPANY, TRUSTEE, AS AFORESAID covenants that IT IS lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered., EXCEPT AS SET OUT HEREIN. NASHVILLE TRUST COMPANY, TRUSTEE AS AFORESAID further covenants and bind S ITSELF, ITS SUCCESSORS ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said KENNETH P. SISK, HIS heirs and assigns, against the lawful claims of all persons., BUT SAID TRUST COMPANY CONVEYS, COVENANTS AND WARRANTS AS TRUSTEE, AND NOT OTHERWISE.

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 KENNETH P. SISK, AND WIFE, ELIZABETH C. SISK, do hereby transfer and convey unto ALBERT H. THOMAS , 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.