WE , the said ANNA WILSON AND HER HUSBAND GILBERT WILSON , 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 ANNA WILSON AND HER HUSBAND GILBERT WILSON , 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 shall 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 ANNA WILSON AND HER HUSBAND GILBERT WILSON AND 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 ELKIN GARFINKLE. 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 JACOBS H. DOYLE

and ANNA WILSON AND HER HUSBAND GILBERT WILSON AND JACOBS H. DOYLE , hereunto set our hands at NASHVILLE , Tennessee, this the 17TH day of OCTOBER , 1938 .

GILBERT WILSON

ANNA WILSON

JACOBS H.DOYLE,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, NELL G. BURNS, , a Notary Public in and for said County and State, the within named ANNA WILSON AND HER HUSBAND GILBERT WILSON AND JACOBS H. DOYLE, the bargainor S , with whom I am personally acquainted, and who acknowledged that SHE 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 17TH day of OCTOBER , 1938 .

My commission expires JULY 17TH 1939 AND I AM QUALIFIED IN DAVIDSON COUNTY TENNESSEE UNDER CHAPTER 193 OF THE PUBLIC ACTS OF 1935.

(Seal) NELL G. BURNS,
Notary Public.

USRSTOL
RECD OCT. 27 1938 AT 12;55 P.M.

NUMBER 8068 RECORDED OCT. 31ST, 1938 CLIFFORD C. BUTNER ET UX, TO JOHN B. HENDRICKS, ET UX.

INSTALLMENT DEED

1102

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND TWO HUNDRED FIFTY ($1,250.00) AND NO/100 DOLLARS of which THREE HUNDRED FIFTY ($350.00) AND NO/100 DOLLARS has been paid in cash by JOHN B. HENDRICKS AND WIFE KATHERINE HENDRICKS, the receipt of which is hereby acknowledged, and for the remainder NINE HUNDRED ($900.00) AND NO/100 DOLLARS the said JOHN B. HENDRICKS AND WIFE KATHERINE HENDRICKS, HAVE EXECUTED THEIR 60 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH IN THE PRINCIPAL SUM OF $18.00 EACH BUT THE INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE MAKING THE FIRST NOTE FOR $19.50 EACH SUCCEEDING NOTE DECREASING 7 AND 8 CENTS ALTERNATELY EACH MONTH THE FIRST NOTE FALLING DUE NOVEMBER 25, 1938 AND THE OTHERS MONTHLY THEREAFTER AND PAYABLE TO THE ORDER OF CLIFFORD C. BUTNER.

MATURITY

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 CLIFFORD C.BUTNER AND WIFE CORA I.BUTNER, have this day bargained and sold, and do hereby transfer and convey, unto the said JOHN B. HENDRICKS AND WIFE KATHERINE HENDRICKS THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOTNO.36 IN HUNPHREYS HOUSTON AND MARTIN'S ADDITION TO NASHVILLE A PLAN OF WHICH IS OF RECORD IN BOOK 36, PAGE 117, REGISTER'S OFFICE FOR SAID COUNTY

SAID LOT NO.36 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF HUMPHREYS STREET AND RUNS BACK BETWEEN PARALLEL LINES ALONG THE WESTERN MARGIN OF MARTIN STREET, 150 FEET, MORE OR LESS TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO CLIFFORD C.BUTNER AND WIFE CORA I. BUTNER BY DEED FROM LOUISEE CONLEY ET AL OF RECORD IN BOOK 1036, PAGE 65, SAID REGISTER'S OFFICE

PURCHASER ASSUMESCITY STATE AND COUNTY TAXES FOR 1938.

Note: Motor Lt to go with deed

Received for record this 31st day of Oct 1938 at 8:30 A.M. and duly recorded in Book 1102 page 28

W. E. Graves
REGISTER

I, or we, am the true and lawful holder of Note #1 to #60 inclusive for $1250.00 dated Oct 27 1938 secured by the within mentioned lien, and hereby acknowledge the same to be fully paid and discharged, and hereby authorize the Register to enter satisfaction thereof.

Witness my hand this 3 day of Nov 1941

W. E. Graves

Received for record this 3rd day of Nov 1941 at 8:30 A.M. and duly recorded, and hereby acknowledge the satisfaction thereof

W. E. Graves
REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN B. HENDRICKS AND WIFE KATHERINE HENDRICKS, THEIR, heirs and assigns, forever. And 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.

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN B. HENDRICKS AND WIFE KATHERINE HENDRICKS 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 JOHN B. HENDRICKS AND WIFE KATHERINE HENDRICKS do hereby transfer and convey unto WILLIAM O. LEE, , 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.