I , the said C.T. BEENE , 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 $ 1000.00 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 C.T. BEENE , 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 C.T. BEENE 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 ELIZABETH MCLANE 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. I ,

In Witness Whereof, We, the said C.T. BEENE

and -- , hereunto set our hands

at NASHVILLE , Tennessee, this the 24 day of DECEMBER , 1938.

C.T. BEENE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, M.D. COHEN , a Notary Public in and for said County and State, the within named C.T. BEENE

the bargainor , with whom I am personally acquainted, and who acknowledged that HE 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 24 day of DECEMBER , 1938.

My commission expires JAN 8 1940

(Seal) M.D. COHEN Notary Public.

USRS $.50

REC'D DEC 27,1938 AT 11:56 A.M.

J.A.E.

INSTALLMENT DEED

1102

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND & NO/100 ($2000.00) DOLLARS

of which FOUR HUNDRED & NO/100----- DOLLARS has been paid in cash by

WILLIAM H.CLARK AND WIFE RUTH H. CLARK , the receipt of which is hereby acknowledged, and for the remainder

the said WILL ONE THOUSAND SIX HUNDRED NO/100---- ($1600.00) DOLLARS

THE SAID WILLIAM H.CLARK AND WIFE RUTH H.CLARK HAVE THIS DAY EXECUTED A SERIES OF 32 PROMISSORY NOTES NOTES IN THE TOTAL AMOUNT OF $1600.00 SAID NOTES ARE PAYABLE MONTHLY IN THE PRINCIPAL AMOUNT OF $50.00 EACH WITH INTEREST AT THE RATE OF 6% PER ANNUM, INTEREST HAVING BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE, MAKING THE FIRST NOTE IN THE AMOUNT OF $58.00 AND EACH SUCCEEDING NOTE THEREAFTER DRECEASING 25¢. THE FIRST OF SAID NOTES IS DUE AND PAYABLE ON JANUARY 1, 1939 AND EACH SUCCEEDING NOTE ON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID. ALL OF SAID NOTES ARE MADE PAYABLE TO OURSELVES AND ENDORSED BY US.

AFTER 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 BEULAH HOOPER A WIDOW MIKE HIBDON JAMES F.HIBDON MARY H.COX,

have this day bargained and sold, and do hereby transfer and convey, unto the said WILLIAM H.CLARK AND WIFE RUTH H.CLARK THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF LOT # 25 ON THE PLAN OF BALCH AND WHITESIDE'S ADDITION TO NASHVILLE AS OF RECORD IN MINUTE BOOK "D" PAGE 734, OF THE CIRCUIT COURT FOR SAID COUNTY, AND DESCRIBED AS FOLLOWS;

BEGINNING ON THE WESTERLY MARGIN OF 2NB AVENUE NORTH FORMERLY MARKET STREET, AT A POINT 75 FEET SOUTH OF THE SOUTHERLY MARGIN OG JACKSON STREET THENCE WITH THE WESTERLY MARGIN OF 2ND AVENUE NORTH SOUTHWARDLY 75 FEET THENCE WESTWARDLY AND PARALLEL WITH THE SOUTHERLY MARGIN OF JACKSON STREET 50 FEET THENCE NORTHWARDLY AND PARALLEL WITH THE WESTERLY MARGIN OF 2ND AVENUE NORTH 75 FEET THENCE EASTWARDLY 50 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO WILLIE HIBDON BY DEED FROM SAM MENDELSOHN OF RECORD IN BOOK 515 PAGE 415, REGISTER'S OFFICE FOR DAVIDSON COUNTY TENN. THE SAID WILLIE HIBDON DIED INTESTATE ON APRIL 29, 1936, LEAVING AS HER ONLY SURVIVING HEIRS AT LAW BEULAH HOOPER A SISTER MIKE HIBDON A BROTHER JAMES E. HIBDON A BROTHER MARY H. COX A SISTER.

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STATE OF TENNESSEE. DAVIDSON COUNTY

PERSONALLY APPEARED BEFORE ME JOHN F. BILLINGTON A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE THE WITHIN NAMED MIKE HIBDON & WIFE MAGNOLIA MCGUIRE HIBDON THE BARGAINOR- WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT ---- EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE TENNESSEE. THIS 23, DAY OF NOVEMBER 1938.

MY COMMISSION EXPIRES APRIL 6, 1941 (SEAL) JOHN F. BILLINGTON NOTARY PUBLIC

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STATE OF TEXAS

WICHITA COUNTY

PERSONALLY APPEARED BEFORE BE P.B.BROWNING A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE THE WITHIN NAMED MARY H.COX, AND HUSBAND GEORGE H COX, THE BARGAIN OR- WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL AT BURKBURETT TEXAS THIS 19TH DAY OF NOV. 1938.

(SEAL)

MY COMMISSION EXPIRES JAN.1ST 1939 P.B.BROWNING, NOTARY PUBLIC

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TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WILLIAM H. CLARK AND WIFE RUTH H.CLARK, 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.

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said WILLIAM H.CLARK AND WIFE RUTH H.CLARK 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 WILLIAM H. CLARK AND WIFE RUTH H. CLARK do hereby transfer and convey unto JAMES STOKES. , 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.

I do 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 by same in full. This 21 day of July 1940

Attest: Ann Bailey DEPUTY REGISTER