WE , the said J.M.SOBLE THEO BAKER , J.C. CHILDREN AND JESSIE H. SMITHSAN, 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 herein, the same to bear interest from the date of such payment.

Now, if WE , the said J.M.SOBLE THEO BAKER, J.C.CHILDREN AND JESSIE H. SMITHSAN , 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, AND 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 J.M.SOBLE, THEO BAKER, J.C. CHILDREN AND JESSIE M. SMITHSON 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 G.A.DOBBS 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 J.M.WATSON AND WIFE MARY RACHEL WATSON and J.M.SOBLE AND THEO BAKER R J.C. CHILDRESS AND JESSIE H. SMITHSON BAKER J.C. , hereunto set our hands at OLD HICKORY DAVIDSON COUNTY, Tennessee, this the 23 day of JULY , 1936.

J.M.WATSON
MARY RACHEL WATSON
JESSE H. SMITHSON
JOE M. SOBLE
J.E.CHILDRESS
THEO BAKER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, THOMAS E.THOMPSON , a Notary Public in and for said County and State, the within named J.M. WATSON AND WIFE MARY RACHEL WATSON J.M.SOBLE THEO BAKER J.C.CHILDREN JESSIE H.SMITHSON the bargainor , 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.

OLD HICKORY DAVIDSON COUNTY

Witness my hand and official seal at Nashville, Tennessee, this 11TH day of AUGUST , 1936.

My commission expires MAY 9, 1938

(Seal) THOS. E.THOMPSON
Notary Public.

U.S.R.8 $.50¢

RECD FEB. 11TH,1939 AT 11;30 A.M.

J.A.E.

INSTALLMENT DEED

1102

FOR AND IN CONSIDERATION of the sum of THIRTEEN HUNDRED FIFTY AND NO/100 DOLLARS

of which ONE HUNDRED FIFTY AND NO/100 DOLLARS has been paid in cash by MARK M.MCMAHON AND WIFE, RUBY E.MCMAHON, the receipt of which is hereby acknowledged, and for the remainder OF TWELVE HUNDRED AND NO/100 DOLLARS the said MARK M.MCMAHON AND WIFE, RUBY E. MCMAHON,

HAVE EXECUTED A SERIES OF THIRTY-SIX (36) JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, THE FIRST THIRTY-FIVE OF WHICH NOTES ARE FOR THE SUM OF $15.00, AND THE THIRTY-SIXTH OR LAST OF THE SERIES, FOR THE SUM OF $11.19, ALL OF WHICH NOTES ARE PAYABLE TO THE ORDER OF ROBERT A. CASTLEMAN, THE FIRST OF WHICH IS DUE TWELVE MONTHS AFTER DATE AND ONE EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID, AND FOR THE BALANCE THEY HAVE ASSUMED AND AGREED TO PAY ONE NOTE FOR $500.00 PAYABLE TO THE BANK OF GOODLETTSVILLE AND SECURED BY A DEED OF TRUST, AND HAVE ALSO ASSUMED AND AGREED TO PAY THE BALANCE OF A SERIES OF NOTES TOTALING $163.81 PAYABLE TO THE ORDER OF W.C.MONCRIEF & COMPANY, INC., AND SECURED BY DEED OF TRUST IN BOOK 997, PAGE 39, R.O.D.C.,TENN.

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

ROBERT A. CASTLEMAN AND WIFE, THELMA A.CASTLEMAN,

have this day bargained and sold, and do hereby transfer and convey, unto the said MARK M.MCMAHON AND WIFE, RUBY E.MCMAHON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.9 ON THE MAP OF THE SUBDIVISION OF TRACT NO.1 FOREST PARK ACREAGE TRACTS, MADISON, TENNESSEE, AS OF RECORD IN BOOK 843, PAGE 81, R.O.D.C.,TENNESSEE.

BEGINNING ON THE NORTHERLY MARGIN OF EAST MAPLE STREET AT THE CORNER OF LOTS NOS. 8 AND 9; THENCE WITH THE LINE BETWEEN SAID TWO LOTS NORTHWARDLY 209 FEET; THENCE NORTH 82 DEG. EAST 44.9 FEET; THENCE SOUTH 38 DEG. EAST 12 FEET TO THE CORNER OF LOTS 9 AND 10; THENCE WITH THE LINE BETWEEN SAID TWO LOTS SOUTHWARDLY 199.5 FEET TO THE NORTHERLY MARGIN OF EAST MAPLE STREET; THENCE WITH THE SAME WESTWARDLY 47 FEET TO THE BEGINNING, AND BEING THE SAME PROPERTY CONVEYED TO ROBERT A.CASTLEMAN AND WIFE BY DEED OF RECORD IN BOOK 986, PAGE 324, R.O.D.C.,TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MARK M.MCMAHON AND WIFE, RUBY E.MCMAHON, THEIR 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, EXCEPT AS HEREINABOVE REFERRED TO AND ASSUMED BY THE GRANTEES.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said MARK M.MCMAHON AND WIE, RUBY E.MCMAHON, 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 MARK M.MCMAHON AND WIFE, RUBY E.MCMAHON, do hereby transfer and convey unto W.C.MONCRIEF , 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 hereby declare that I am the true and lawful holder of the claim secured by the instrument within mentioned and foreclosure of the lien thereof is hereby requested, and hereby acknowledge the satisfaction thereof and discharge of the lien to same in full. This 3 day of Feb. 1939.
W.C.Moncrief Jr.
Trustee