WE, , the said G.L.SMITH AND WIFE PEARL SMITH , 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 G.L.SMITH AND WIFE PEARL SMITH , 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, OR IF 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.

OR THE LAWFUL OWNER AND HOLDER OF THE NOTE HEREIN SECURED

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 G.L.SMITH AND WIFE PEARL SMITH 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 LEON GILBERT AND G.L.SMITH AND WIFE PEARL SMITH

~~and~~ - , hereunto set our hands

at NASHVILLE , Tennessee, this the 4TH day of APRIL , 19 40.

LEON GILBERT,

G.L.SMITH
PEARL SMITH,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LILLIAN S.CAMPBELL, , a Notary Public in and for said County and State, the within named LEON GILBERT AND G.L.SMITH AND WIFE PEARL SMITH

the bargainor , with whom I am personally acquainted, and who acknowledged that 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 - day of - 19 - .

My commission expires APRIL 30, 1941

(Seal) LILLIAN S. CAMPBELL,
Notary Public.

U.S.R.S $.50¢

RECD APRIL 23RD, 1940 AT 3;52 P.M.

47909 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1139

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS of which ONE HUNDRED SIXTY-NINE AND 80/100 DOLLARS has been paid in cash by WILBURN E.GARRETT AND WIFE, WILLIE MAI GARRETT, , the receipt of which is hereby acknowledged, and for the remainder OF THREE THOUSAND THIRTY AND 20/100 DOLLARS the said WILBURN E.GARRETT AND WIFE, WILLIE MAI GARRETT,

HAVE ASSUMED A FIRST MORTGAGE IN THE PRINCIPAL AMOUNT OF $2037.26, SAID PRINCIPAL AMOUNT NOW DUE IS A BALANCE ON SAID FIRST MORTGAGE OWING TO THE PRUDENTIAL INSURANCE COMPANY OF AMERICA AND SAME IS SECURED BY A DEED OF TRUST OF RECORD IN BOOK 862, PAGE 155, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS MADE FOR THE TERMS OF SAID FIRST MORTGAGE AND FOR THE BALANCE OF $992.94 SAID WILLIAM E. GARRETT AND WIFE, WILLIE MAE GARRETT, HAVE EXECUTED 87 NOTES DATED THE 10TH DAY OF APRIL, 1940, THE FIRST 86 NOTES ARE IN THE SUM OF $14.00 EACH AND THE 87TH OR LAST NOTE IS IN THE SUM OF $26.62. ALL OF SAID NOTES INCLUDE INTEREST COMPUTED AT THE RATE OF 6% FROM APRIL 10, 1940 AND THE FIRST NOTE IS DUE MAY 10, 1940 AND ONE NOTE ON THE 10TH DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID.

ALL OF SAID NOTES BEARING INTEREST AT THE RATE OF 6% PER ANNUM FROM MATURITY DATE AND

~~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, SAM F.COLEMAN AND WIFE, DORTHEA TUCKER COLEMAN,

have this day bargained and sold, and do hereby transfer and convey, unto the said WILBURN E.GARRETT AND WIFE, WILLIE MAI GARRETT, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

LAND IN DAVISON COUNTY, TENNESSEE, BEING LOT NO.98 ON THE MAP OF SPRINGDALE SUBDIVISION, AS OF RECORD IN BOOK 974, PAGE 18, R.O.D.C., TENNESSEE.

SAID LOT NO.98 FRONTS 50 FEET ON THE WESTERLY SIDE OF INGA STREET, AND RUNS BACK 145.5 FEET ON THE SOUTHERLY LINE AND 147.5 FEET ON THE NORTHERLY LINE TO THE RIGHT OF WAY OF THE L. & N. RAILROAD AND MEASURES 50 FEET THEREON.

BEING PART OF THE PROPERTY CONVEYED TO SAM F.COLEMAN AND WIFE, DORTHEA TUCKER COLEMAN BY DEED FROM ADA H.TUCKER AND HUSBAND, OF RECORD IN BOOK 1040, PAGE 344, R.O.D.C., TENNESSEE.

I 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 to secure the same in full. This 12 day of July 1947.

Attest: J.P.Wilson DEPUTY REGISTER

Sam F. Coleman

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WILBURN E.GARRETT AND WIFE, WILLIE MAI GARRETT, 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said WILBURN E.GARRETT AND WIFE, WILLIE MAI GARRETT, 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 WILBURN E.GARRETT AND WIFE, WILLIE MAI GARRETT, do hereby transfer and convey unto FERRISS C.BAILEY, , 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.