WE , the said ALBERT E. BARNETT AND WIFE LUCY B.BARNETT , 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 ALBERT E. BARNETT & WIFE LUCY B. BARNETT , 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.

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 ALBERT E. BARNETT AND WIFE LUCY B. BARNETT 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 OSCAR E. NORTH 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 ALBERT E. BARNETT AND WIFE LUCY B.BARNETT,

and - , hereunto set our hands at NASHVILLE , Tennessee, this the FIRST day of MAY , 19 40 .

ALBERT E. BARNETT,

LUCY B. BARNETT,

IN WITNESS WHEREOF THE COMMERCE UNION BANK HAS CASUED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS, THIS FIRST DAY OF MAY 1940

(SEAL) COMMERCE UNION BANK

ATTEST: J.R. KELLAM, CASHIER, EDWARD POTTER JR., PRESIDENT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, M.G.HORKINS, a Notary Public in and for said County and State, the within named ALBERT E. BARNETT AND WIFE LUCY B. BARNETT, the bargainor S , 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.

Witness my hand and official seal at Nashville, Tennessee, this IST day of MAY 19 40.

My commission expires JULY 7, 1940

(Seal) M.G.HORKINS, Notary Public.

STATE OF TENNESSEE. COUNTY OF DAVIDSON

ON THIS IST DAY OF MAY 1940 BEFORE ME B.M.SMOTHERMAN A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY APPEARED EDWARD POTTER JR. AND J.R. KELLAM TO ME PERSONALLY KNOWN WHO BEING BY ME DULY SWORN DID SAY THAT THEY ARE PRESIDENT AND CASHIER RESPECTIVELY OF THE COMMERCE UNION BANK, A CORPORATION AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALD OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND THE SAID EDWARD POTTER JR. AND J.R.KELLAM ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.
WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE IN NASHVILLE TENNESSEE ON THIS THE DAY AND DATE AFORESAID.

(SEAL)

B.M.SMOTHERMAN

NOTARY PUBLIC

MY COMMISSION EXPIRES JULY 14, 1941
U.S.R.S $5,80
REC'D MAY IST, 1940 AT 1;20 P.M.

STAMP: BARNELL & BRYCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1139

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED AND NO/100 ($100.00) DOLLARS

of which TWENTY-FIVE AND NO/100 ($25.00) DOLLARS has been paid in cash by NEWT CANNON AND WIFE, ALMA CANNON , the receipt of which is hereby acknowledged, and for the remainder SEVENTY-FIVE AND NO/100 ($75.00) DOLLARS the said NEWT CANNON AND WIFE, ALMA CANNON

HAVE EXECUTED THEIR 15 PROMISSORY NOTES IN THE PRINCIPAL SUM OF $5.00 EACH, ALL DATED MAY 1, 1940 AND MATURING, ONE ON THE FIRST DAY OF JUNE, 1940, AND ONE ON THE FIRST DAY OF EACH SUCCEEDING MONTH THEREAFTER RESPECTIVELY UNTIL ALL HAVE MATURED, SAID NOTES HAVING INTEREST ON THE ENTIRE INDEBTEDNESS ACCUMULATING AND ADDED INTO THE FACE OF EACH NOTE, MAKING THE FIRST NOTE IN THE FACE AMOUNT OF $5.37, AND EACH SUCCEEDING NOTE IN AN AMOUNT 2¢ AND 3¢ LESS RESPECTIVELY THAN THE PRECEDING ONE, ALL OF SAID NOTES BEING PAYABLE TO THE ORDER OF "OURSELVES" AND ENDORSED BY THE MAKERS FOR THE PURPOSE OF NEGOTIATION.

all of said notes bearing six per cent interest from ~~date~~ MATURITY, 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, ARCH BISHOP AND WIFE, ELIZABETH H. BISHOP,

have this day bargained and sold, and do hereby transfer and convey, unto the said NEWT CANNON AND WIFE, ALMA CANNON, -- heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING LOT NO.210 OF BLOCK 12 ON THE MAP OF HEFFERNAN PLACE, OF RECORD IN BOOK 161, PAGE 138 OF THE REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO.210 FRONTS 50 FEET ON THE NORTHERLY SIDE OF EDEN STREET AND RUNS BACK BETWEEN PARALLEL LINES 140 FEET TO AN ALLEY.

BEING A PART OF THE SAME PROPERTY CONVEYED TO ARCH BISHOP BY DEED FROM J.C. DALE, CLERK & MASTER, OF RECORD IN BOOK ___, PAGE ___, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE PURCHASERS ASSUME AND AGREE TO PAY TAXES FOR THE YEAR 1940.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said NEWT CANNON AND WIFE, ALMA CANNON, 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 NEWT CANNON AND WIFE, ALMA CANNON, 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 - in hand paid WE , the said NEWT CANNON AND WIFE, ALMA CANNON

do hereby transfer and convey unto C.D.RIPPY , 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.