WE , the said ROLAND GUY DOWNING, AND WIFE HAZEL OVERALL DOWNING, 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 ROLAND GUY DOWNING AND WIFE, HAZEL OVERALL DOWNING , 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, 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 ROLAND GUY DOWNING, HIS 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 CHAS. F. LOVELL 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 ROLAND GUY DOWNING, AND WIFE, HAZEL OVERALL DOWNING,

and , hereunto set our hands

at NASHVILLE , Tennessee, this the - day of APRIL , 19 37.

AND THE SAID COMMERCE- UNION BANK HAS CAUSED ITS CORPORATE NAME TO BE SIGNED BY ITS VICE PRESIDENTAND ITS CORPORATE SEAL TO BE AFFIXED AND ATTESTED BY ITS CHIEF CASHIER ON THIS 5TH DAY OF APRIL,1937.

ROLAND GUY DOWNING
HAZELL OVERALL DOWNING
(SEAL) COMMERCE UNION BANK, TRUSTEE
BY CHAS.F. LOVELL,VICE PRESIDENT

ATTEST: C.E. PEARSON
CHIEF CASHIER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARVIN K.BARRY , a Notary Public in and for said County and State, the within named ROLAND GUY DOWNING, AND WIFE HAZEL OVERALL DOWNING

the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X , 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 7 day of APRIL 19 37.

My commission expires JAN 8 1938

(Seal) MARVIN K.BARRY
Notary Public.

STATE OF TENNESSEE COUNTY OF DAVIDSON
ON THIS 7TH DAY OF APRIL 1937 BEFORE ME, MARVIN K.BARRY A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTYM APPEARED CHAS.F. LOVELL AND C.E. PEARSON TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT THEY ARE VICE PRESIDENT AND CHIEF 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 BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND THE SAID CHAS.F. LOVELL AND C.E. PEARSON 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.

COM.EXPIRES JAN 8 1938 (SEAL) MARVIN K.BARRY, NOTARY PUBLIC

U.S.R.S. $1.00

REC'D MAY 15,1940 AT 9:06 A.M.

NUMBER 38193 RECORDED MAY 16,1940 C.B. KELLEY TO A.H. MORTON ET UX

47000 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1139

FOR AND IN CONSIDERATION of the sum of SEVENTY-TWO HUNDRED FIFTY & NO/100THS DOLLARS

of which ONE THOUSAND AND NO/100THS DOLLARS has been paid in cash by A.H. MORTON& WIFE ,AVA P. MORTON, , the receipt of which is hereby acknowledged, and for the remainder OF SIXTY-TWO HUNDRED FIFTY & NO/100THS DOLLARS the said A.H. MORTON & WIFE AVA P. MORTON, HAVE EXECUTED THEIR LIEN PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF C.B. KELLEY, DUE ON OR BEFORE 6 MONTHS AFTER DATE,

I declare that I am the true and lawful holder of the claim secured by the within instrument, and in reply acknowledge satisfaction thereof. This 17 day of May 1940
Attest: C.B. KELLEY
DEPUTY REGISTER

all of said notes bearing FIVE (5) 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

I,C.B. KELLEY, UNMARRIED,

have this day bargained and sold, and do hereby transfer and convey, unto the said A.H. MORTON & WIFE AVA P. MORTON THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING LOT NO.30 ON THE MAP OF THE HENRY SPERRY SUBDIVISION, AS OF RECORD IN BOOK 974 PAGE 21, REGISTER'S OFFICE FOR SAID COUNTY.
SAID LOT NO.30 FRONTS 100 FEET ON THE NORTHERLY SIDE OF HAMPTON AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 200 FEET TO A DEAD LINE.
BEING PART OF THE PROPERTY CONVEYED TO C.B. KELLEY BY DEED FROM SPERRY REALTY COMPANY, OF RECORD IN BOOK 1081, PAGE 64, BAID REGISTER S OFFICE.
SAID PROPERTY IS CONVEYED SUBJECT TO THE RESTRICTIVE COVENANTS CONTAINED IN AN INSTRUMENT EXECUTED BY SPERRY REALTY COMPANY AND RECORDED IN BOOK 1021, PAGE 652, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENN., TO WHICH REFERENCE IS HERE MADE.

FOR THE AFORESAID CONSIDERATION, C.B. KELLEY ALSO CONVEYS TO THE SAID A.H. MORTON AND WIFE, AVA P. MORTON, AND FUTURE OWNERS OF SAID LOT, THE RIGHT TO MAKE ONE TAP TO, OR SERVICE CONNECTION WITH ,THE WATER MAIN LOCATED IN THE STREET OR AVENUE ADJACENT TO SAID LOT, SUBJECT TO ALL OF THE PROVISIONS, STIPULATIONS, WARRANTIES AND COVENANTS CONTAINED IN CONTRACT BETWEEN HILLSBORO WATER COMPANY, INC., AND E.A. WORTHAM,TRUSTEE, ON THE ONE HAND, AND SPERRY REALTY COMPANY, ON THE OTHER HAND, DATED MARCH 26TH,1937, OF RECORD IN BOOK 1022, PAGE 178, R.O.D.C.,TENN.- AND THE PURCHASER AGREES TO PAY A MONTHLY PUMPING FEE OF $1.00 PER MONTH, PAYABLE SIX MONTHS IN ADVANCE, IF AND SO LONG AS WATER IS BOOSTERED; TO WHICH RECORDED CONTRACT SPECIFIC REFERENCE IS HEREBY MADE FOR ALL OF THE PROVISIONS, STIPULATIONS, WARRANTIES AND COVENANTS THEREIN CONTAINED, AND SAME ARE MADE A PART HEREOF AS FULLY AND TO THE SAME EXTENT AS IF SAID CONTRACT WERE SET FORTH VERBATIM HEREIN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said A.H. MORTON & WIFE AVA P. MORTON, THEIR heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.
EXCEPT FOR 1940 TAXES, WHICH PURCHASER ASSUMES AND AGREES TO PAY.
I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said A.H. MORTON & WIFE AVA P.MORTON 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 A.H. MORTON & WIFE, AVA P. MORTON,

do hereby transfer and convey unto IRA P. JONES , 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.