WE , the said B.C. COX AND WIFE, KATIE COX, , 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 UNPAID INDEBTEDNESS the sum of $ 2000.00 AND TORNADO FOR AMOUNT 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 B.C. COX AND WIFE KATIE COX , 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 B.C. COX AND WIFE KATIE COX, 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 CHARLEY BENNETT 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 FRONIA JORDAN RAINS, A WIDOW

and B.C. COX AND WIFE KATIE COX, , hereunto set our hands

at NASHVILLE , Tennessee, this the 12TH day of JUNE , 19 40.

FRONIA JORDAN RAINS

B.C. COX

KATIE COX

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MISS ALLIE TATE , a Notary Public in and for said County and State, the within named FRONIA JORDAN RAINS AND B.C. COX AND WIFE KATIE COX

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 X 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 12TH day of JUNE 1940..

My commission expires JAN 30 1943

(Seal) MISS ALLIE TATE

QUALIFIED IN DAVIDSON COUNTY COURT Notary Public.
NOTARY BOND BOOK 15, PAGE 37, UNDER
CHAPTER 193 PUBLIC ACTS 1935.

U.S.R.S. $1.50
REC'D JUNE 12,1940 AT 11:24 A.M.

NUMBER 39856 RECORDED JUNE 12TH,1940 JEFFERSON REALTY COMPANY TO WILLIAM HILL ET UX.

INSTALLMENT DEED

Book No. 1139

FOR AND IN CONSIDERATION of the sum of $1100.00 ELEVEN HUNDRED AND NO/100 DOLLARS of which FIFTY ($50.00) DOLLARS has been paid in cash by WILLIAM HILL AND WIFE MARY HILL, , the receipt of which is hereby acknowledged, and for the remainder $1050.00 TEN HUNDRED FIFTY AND NO/100 DOLLARS the said WILLIAM HILL AND WIFE MARY HILL HAVE EXECUTED ONE (1) NOTE IN THE SUM OF $500.00 DATED JUNE 6, 1940, AND DUE DECEMBER 6, 1943, WITH INTEREST AFTER DATE FOR WHICH SEVEN(7) SEMI ANNUAL INTEREST NOTES DATED JUNE 6, 1940, IN THE SUM OF $15.00 EACH HAVE BEEN EXECUTED , AND FURTHER HAVE EXECUTED A SERIES OF FORTY TWO (42) MONTHLY NOTES DATED JUNE 6, 1940, THE FIRST 41 NOTES BEING FOR THE PRINCIPAL SUM OF $13.00 AND NOTE # 42 BEING FOR THE SUM OF 17.00 BUT THE INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EAG EACH OF SAID NOTES, MAKING FIRST NOTE $15.75 AND EACH NOTE THEREAFTER DECREASES AT THE RATE OF 6⅔ PER MONTH, EXCEPT NOTE #42 WHICH IS FOR $17.09 , ALL OF SAID NOTES BEING PAYABLE TO THE JEFFERSON REALTY COMPANY. IT IS PART OF THE CONSIDERATION OF THIS DEED THAT THE AF- AFORESAID NOTE IN THE SUM OF $500.00 CONSITUTES A FIRST LIEN ON THE PROPERTY HEREIN CON - VEYED, AND THAT THE LIEN OF THE SERIES OFFORTY TWO (42) MONTHLY NOTES IS SECOND AND SUBORDINATE TO THE LIEN OF THE SAID $500.00 NOTE, AND IN THE EVENT OF FORECLOSURE, THE SAID $500.00 NOTE WITH INTEREST THEREON SHALL BE PAID IN FULL BEFORE ANY AMOUNT IS APPLIED, TO THE PAYMENT OF THE SERIES OF THE FORTY - TWO (42) MONTHLY NOTES.

ALL OF SAID NOTES PROVIDING FOR PAYMENT OF ATTORNEY FEES, AND TO SECURE THE PAYMENT OF SAID NOTES PRINCIPAL AND INTEREST AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED, THE FEES JEFFERSON REALTY COMPANY HAS THIS DAY BARGAINED AND SOLD, AND DOES HEREBY TRANSFER AND CONVEY UNTO THE SAID WILLIAM HILL AND WIFE MARY HILL, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS;

BEING LOT NO.168 ON THE MAP OF THE RE- SUBDIVISION OF LOTS NOS. 5, AND 6, CUMBERLAND NUERSERIES, AS OF RECORD IN BOOK 332, PAGE 148, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.168 FRONTS 44.5 FEET ON THE EASTERLY SIDE OF FOSTER AVENUE AND RUNS BACK 150 FEET , MORE OR LESS, TO AN ALLEY AND MEASURES 46.4 FEET THEREON SAID LOT RUNNING BACK WITH NORTH MARGIN OF JOINER STREET.-

BEING THE SAME PROPERTY CONVEYED TO THE JEFFERSON REALTY COMPANY BY DEED OF RECORD IN BOOK 1117 PAGE 492, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE..

~~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

have this day bargained and sold, and do hereby transfer and convey, unto the said heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WILLIAM HILL AND WIFE MARY HILL 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 TAXES FOR 1940 WHICH WILL BE PRO RATED.

WE further covenant and bind OURSELVES OUR SUCCESSORS, ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said WILLIAM HILL AND WIFE MARY HILL 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 tdUS in hand paid WE , the said WILLIAM HILL AND WIFE MARY HILL

do hereby transfer and convey unto COLLETE MAYFIELD , 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.