WE , the said H.M.GOFORTH AND WIFE ANNA ELIZABETH GOFORTH , 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 $ 1600.00 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 H.M.GOFROTH AND WIFE ANNA ELIZABETH GOFORTH , 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 WITHIN 30 DAYS THEREAFTER, 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 H.M.GOFORTH AND WIFE 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 EDITH A HOWELL, 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 NANNIE J. ALLEN A WIDOW,

and H.M.GOFORTH AND WIFE ANNA ELIZABETH GOFORTH, , hereunto set our hands

at NASHVILLE , Tennessee, this the 24TH day of JUNE , 1940.

NANNIE J. ALLEN
H.M.GOFORTH,

WITNESS

BAXTER CATO
J. DAISY LEE WRIGHT

ANNA ELIZABETH GOFORTH

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 NANNIE J. ALLEN AND H.M. GOFORTH AND WIFE ANNA ELIZABETH GOFORTH,

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 25TH day of JUNE 1940.

My commission expires JANUARY 30, 1943.

(Seal) MISS ALLIE TATE
Notary Public.

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

U.S.R.S $2.50

RECEIVED JUNE 26TH, 1940 AT 10;40 A.M

NUMBER 40606 RECORDED JUNE 26, 1940. LETHER FREEMAN TO MYRTLE WALLACE SMITH.

CYRUS MARSHALL & RIVES CO. NASHVILLE

INSTALLMENT DEED

Book No. 1139

FOR AND IN CONSIDERATION of the sum of TWENTY SEVEN HUNDRED AND NO/100 ($2700.00) DOLLARS

of which TWO HUNDRED AND NO/100 ($200.00) DOLLARS has been paid in cash by

MYRTLE WALLACE SMITH , the receipt of which is hereby acknowledged, and for the remainder

TWENTY FIVE HUNDRED AND NO/100 ($2500.00) DOLLARS

the said MYRTLE WALLACE SMITH

HAS EXECUTED AND DELIVERED A NOTE IN THE PRINCIPAL SUM OF $2500.00, THE SAME BEARING INTEREST AT THE RATE OF SIX PER CENT PER ANNUM, PAYABLE IN MONTHLY INSTALLMENTS OF $25.00, INCLUDING PRINCIPAL AND INTEREST, THE FIRST INSTALLMENT TO BE DUE JULY 25TH, 1940, AND ANOTHER LIKE SUM ON THE SAME DAY OF EACH MONTH THEREAFTER UNTIL THE MATURITY OF THE ENTIRE DEBT, PRINCIPAL AND INTEREST. PAYMENTS TO BE APPLIED FIRST, TO INTEREST ON THE UNPAID BALANCE AND REMAINDER TO PRINCIPAL. EXTRA PAYMENTS MAY BE MADE AT ANY TIME AND INTEREST WILL BE CHARGED ONLY ON THE UNPAID BALANCE.

IN ADDITION TO THE AGREEMENT CONTAINED IN SAID NOTE, THE UNDERSIGNED MAKERS ALSO AGREE TO PAY TO THE HOLDER OF SAID NOTE EACH MONTH ONE-TWELFTH OF THE ESTIMATED ANNUAL AGGREGATE OF STATE, COUNTY AND CITY TAXES AND PREMIUMS FOR FIRE AND WINDSTORM INSURANCE, WHICH THEY ARE REQUIRED TO PAY AS HEREIN OTHERWISE PROVIDED, AND THE HOLDER OF SAID NOTE AGREES TO HOLD SAID FUNDS SO PAID IN TRUST AND TO APPLY THE SAME TO THE PAYMENT OF TAXES AND INSURANCE PREMIUMS AS THE SAME BECOME DUE, AND THE RIGHT OF THE HOLDER OF SAID NOTE TO DECLARE A DEFAULT AND FORCLOSE SHALL EQUALLY APPLY TO DEFAULTS IN THE PAYMENT OF TAXES AND INSURANCE PREMIUMS. SAID NOTE

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby authorize the satisfaction thereof and discharge of the lien to secure the same in full. This 23 day of April 1948.

Attest: J. P. Wilson DEPUTY REGISTER — Hobson-Bambridge Realty Co. By H.L. Bambridge Secy-Treas.

~~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

I, LETHER FREEMAN, A WIDOW,

have this day bargained and sold, and do hereby transfer and convey, unto the said MYRTLE WALLACE SMITH, FOR HER SOLE AND SEPARATE USE, FREE FROM THE DEBTS AND CONTRACTS OF HER PRESENT HUSBAND, OR ANY FUTURE HUSBAND SHE MAY HAVE, HER heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

A TRACT OF LAND IN THE 12TH, FORMERLY 21ST, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 31 ON THE MAP OF PART OF THE FREE SILVER PLAN, SHOWING SECOND ADDITION AND OTHER LOTS OF RECORD IN BOOK 332, PAGE 46, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE LOW WATER MARK OF CUMBERLAND RIVER, THE SOUTHEAST CORNER OF LOT NO. 32 ON SAID PLAN, AND RUNNING THENCE WITH THE BOUNDARY LINE OF SAID LOT NO. 32, NORTH 4½° EAST, 280.5 FEET TO A STAKE; NORTH 10½° WEST 155 FEET TO AN ELM; NORTH 38½° WEST 151.8 FEET TO A STAKE AND NORTH 8° WEST 67.5 FEET, MORE OR LESS, TO THE SOUTHERLY MARGIN OF WOUNG'S LANE; THENCE EASTERLY ALONG THE SOUTHERLY MARGIN OF SAID LANE 388.8 FEET TO A STAKE IN THE WESTERLY LINE OF LOT NO. 30 ON SAID PLAN; THENCE SOUTH 21½° WEST, WITH SAID LINE, 758.8 FEET, MORE OR LESS, TO LOW WATER MARK OF CUMBERLAND RIVER, THE SOUTHWEST CORNER OF SAID LOT NO. 30; THENCE NORTH 87° WEST, WITH CUMBERLAND RIVER, AT LOW WATER MARK, 363 FEET TO THE BEGINNING, CONTAINING 4 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY DEVISED TO LETHER FREEMAN BY WILL OF JAMES FREEMAN, DECEASED, OF RECORD IN WILL BOOK 53, PAGE 292, COUNTY COURT FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MYRTLE WALLACE SMITH, FOR HER SOLE AND SEPARATE USE, ETC., HER 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 TAXES FOR 1940 WHICH HAVE BEEN PRO-RATED AND ASSUMED BY THE GRANTEE.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said MYRTLE WALLACE SMITH, FOR HER SOLE AND SEPARATE USE, ETC, HER 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 MYRTLE WALLACE SMITH AND HUSBAND, OTHA SMITH

do hereby transfer and convey unto A. J. LINK, , 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.