I, , the said RUTH FRANCES DUNN , 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 $ 250.00 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.

I 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 I 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 I, , the said RUTH FRANCES DUNN , 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 I 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, I 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.

I 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. I 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 SAID RUTH BRANCES DUNN HER 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 JOHN W. HILLDROP 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 J.W. HEARD AND WIFE KATHERINE HEARD AND RUTH FRANCES DUNN

~~and~~ , hereunto set our hands

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

J. W. HEARD,

KATHRYNE, HEARD,

RUTH FRANCES DUNN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, G.H.BOOKER, , a Notary Public in and for said County and State, the within named J.W.HEARD AND WIFE KATHARYNE HEARD AND RUTH FRANCES DUNN

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

~~AND~~ KATHARYNE HEARD, , WIFE of the said J.W. HEARD, having appeared before me privately and apart from HER husband , the said J.W. HEARD , acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 11 day of JUNE 19 40.

My commission expires JAN. 7, 1942.

U.S.R.S $2.50

(Seal) G.H.BOOKER,
Notary Public.

RECEIVED JULY 12TH,1940 AT 11;25 A.M.

NUMBER 41504 RECORDED JULY 15, 1940. COMMERCE UNION BANK, ADMR. TO ROGERS JACKSON, ET UX.

AS500 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1139

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED FIFTY AND NO/100 ($350.00) DOLLARS

of which ONE HUNDRED FIFTY AND NO/100 ($150.00) DOLLARS has been paid in cash by ROGERS JACKSON AND WIFE, LUCY JACKSON , the receipt of which is hereby acknowledged, and for the remainder TWO HUNDRED AND NO/100 ($200.00) DOLLARS the said ROGERS JACKSON AND WIFE, LUCY JACKSON HAVE EXECUTED THEIR ONE PRINCIPAL PROMISSORY NOTE IN THE AMOUNT OF $200.00, DATED JULY 1/1940, DUE ON OR BEFORE MARCH 1, 1941, WITH INTEREST FROM DATE AT 5% PER ANNUM,

I declare that I am the true and lawful holder of the claim against the estate within recorded and that the same is now due and unpaid to the amount charged of the lien hereof, this 1 day of MAY 1941

Attest: DEPUTY REGISTER

Asst. Trust Officer

~~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 THE COMMERCE UNION BANK, A TENN. BANKING AND TRUST CORPORATION, HAVING ITS PRINCIPAL OFFICE IN NASHVILLE, DAVIDSON COUNTY, TENN., AS ADMINISTRATOR WITH THE WILL ANNEXED OF THE ESTATE OF CHARLES B. HORN, DECEASED, PURSUANT TO THE POWER AND AUTHORITY GRANTED BY SAID WILL, WHICH APPEARS OF RECORD IN WILL BOOK 56, PAGE 121, COUNTY COURT FOR DAVIDSON COUNTY, TENNESSEE, have this day bargained and sold, and do hereby transfer and convey, unto the said ROGERS JACKSON, AND WIFE, LUCY JACKSON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING LOTS NOS. 13 AND 14 ON THE MAP OF THE SUBDIVISION OF LOTS NOS. 27 AND 49 OF THE O. B. HAYES ROKEBY PLAN, OF RECORD IN BOOK 421, PAGE 22, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOTS NOS. 13 AND 14 ADJOIN AND FRONT TOGETHER 55 FEET ON THE WESTERLY SIDE OF 15TH AVENUE SOUTH, FORMERLY WASHINGTON STREET, AND RUN BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

TAXES FOR THE YEAR 1940 ARE ASSUMED BY THE PURCHASERS, SAME HAVING BEEN PRORATED AND ADJUSTED IN THE SETTLEMENT.

TO HAVE AND TO HOLD SAID REAL ESTATE, WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING, TO THE SAID ROGERS JACKSON AND WIFE, LUCY JACKSON, THEIR HEIRS AND ASSIGNS FOREVER.

THE COMMERCE UNION BANK, AS ADMINISTRATOR WITH THE WILL ANNEXED OF THE ESTATE OF CHARLES B. HORN, DECEASED, HEREBY TRANSFERS AND CONVEYS UNTO THE SAID ROGERS JACKSON AND WIFE, LUCY JACKSON, THEIR HEIRS AND ASSIGNS, ALL THE RIGHTS, TITLE AND INTEREST VESTED IN IT AS ADMINISTRATOR WITH THE WILL ANNEXED OF THE ESTATE OF THE SAID CHARLES B. HORN, DECEASED, IN AS FULL AND AMPLE A MANNER AS UNDER SAID WILL IT CAN OR SHOULD DO, BUT IT CONVEYS AS ADMINISTRATOR WITH THE WILL ANNEXED AND NOT OTHERWISE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said / / / / / heirs and assigns, forever, / / / / covenant that lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. /

~~further~~ covenant and bind / heirs and representatives, to warrant and forever defend the title to said real estate to said / / / / / / 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 ROGERS JACKSON AND WIFE, LUCY JACKSON,

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.