WE , the said CHESTER M.JAYNES AND WIFE, NETTIE CLEO JAYNES , 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 $ 4,150.00 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 WEX 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 CHESTER M.JAYNES AND WIFE NETTIE CLEO JAYNES , 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, 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 CHESTER M.JAYNES 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 C.VERNON HINES 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 NASHVILLE BUILDING & LOAN ASSOCIATION and CHESTER M.JAYNES AND WIFE NETTIE CLEO JAYNES , hereunto set our hands at NASHVILLE , Tennessee, this the 16TH day of JULY , 19 40.

(SEAL) NASHVILLE BUILDING & LOAN ASSN.
BY M.D. ANDERSON ,PRESIDENT
ATTEST:
C.VERNON HINES,SECRETARY
CHESTER M. JAYNES
MRS. NETTIE CLEO JAYNES

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ANNIE F. WILKERSON , a Notary Public in and for said County and State, the within named CHESTER M. JAYNES AND WIFE NETTIE CLEO JAYNES 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 X 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 16TH day of JULY 19 40.

My commission expires OCT 8 1942

(Seal) ANNIE F.WILKERSON
Notary Public.

STATE OF TENNESSEE, COUNTY OF DAVIDSON
PERSONALLY APPEARED BEFORE ME. ANNIE F. WILKERSON, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, M.D. ANDERSON AND C.VERNON HINES,WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY RESPECTIVELY OF THE NASHVILLE BUILDING AND LOAN ASSOCIATION,THE BARGAINOR, A CORPORATION AND THAT THEY AS SUCH PRESIDENT AND SECRETARY,BEING AUTHORIZED SO TO DO,EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY THE SAID M.D. ANDERSON, AS SUCH PRESIDENT, AND BY AFFIXING ITS CORPORATE SEAL AND ATTESTING SAME BY C.VERNON HINES,AS SUCH SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE,TENNESSEE,THIS THE 16TH DAY OF JULY 1940

U.S.R.S.$2.95

(SEAL) ANNIE F. WILKERSON, NOTARY PUBLIC
COM.EXPIRES OCT 6 1942

REC'D JULY 19,1940 AT 2:27 P.M.

ATWOOD BASKERVILL & BOYCE OF NASHVILLE

INSTALLMENT DEED

Book No. 1139

FOR AND IN CONSIDERATION of the sum of THIRTY SIX HUNDRED AND NO/100 ($3600.00) DOLLARS

of which HAS BEEN PAID AS FOLLOWS: $260.00 CASH, RECEIPT OF WHICH ~~DOLLARS has been paid in cash by the said~~ IS HEREBY ACKNOWLEDGED, $100.00 BY THE EXECUTION OF A NOTE SIGNED BY CLYDE M. DAVIS AND WIFE, LORENA T. DAVIS, IN THE SUM OF $100.00, BEARING INTEREST FROM DATE AT THE RATE OF 5% PER ANNUM, AND DUE JUNE 1ST,1941.

AND FOR THE REMAINDER ($3240.00)THIRTY TWO HUNDRED FORTY AND NO/100 DOLLARS, THE SAID CLYDE M.DAVIS AND WIFE, LORENA T. DAVIS HAVE ASSUMED AND AGREE TO PAY AN INDEBTEDNESS IN THE SUM OF $2300.00 WITH THE ACCRUED INTEREST THEREON,WHICH SAID INDEBTEDNESS IS SECURED BY AND IS DESCRIBED IN A TRUST DEED EXECUTED BY BETTY SUE STOREY TO W.P. ANDERSON,TRUSTEE, OF RECORD IN BOOK 1138, PAGE 560 REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE, AND FOR THE REMAINDER $940.00,THE SAID CLYDE M.DAVIS AND WIFE, LORENA T. DAVIS HAVE EXECUTED AND DELIVERED A PROMISSORY NOTE OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF BETTY SUE STOREY, SAID NOTE IS IN SAID SUM OF $940.00 AND IS PAYABLE $20.00 MONTHLY FROM DATE PLUS INTEREST AT THE RATE OF 5% ON THE UNPAID BALANCE. THE FIRST PAYMENT TO BE DUE AND PAYABLE SEPTEMBER 15TH,1940,AND ANOTHER PAYMENT IS DUE AND PAYABLE ON THE SUM DAY OF EACH MONTH THEREAFTER UNTIL ALL HAVE MATURED.

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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 ,BETTY SUE STOREY,UNMARRIED

have this day bargained and sold, and do hereby transfer and convey, unto the said CLYDE M.DAVIS AND WIFE, LORENA T. DAVIS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING LOT NO.6 ON THE PLAN OF KENNEDY AND GRAVES' SUBDIVISION OF MONTE VISTA, AS OF RECORD IN BOOK 421, PAGE 143, REGISTER'S OFFICE FOR SAID COUNTY.

BAID LOT NO.6 FRONTS 113.1 FEET ON THE SOUTHERLY SIDE OF ALPINE AVENUE,AND RUNS BACK BETWEEN PARALLEL LINES 388,5 FEET TO A DEAD LINE.

BEING THE SAME PROPERTY CONVEYED TO BETTY SUE STOREY BY DEED FROM A.C. CLIFTON AND WIFE OF RECORD IN BOOK 842, PAGE 15, SAID REGISTER'S OFFICE.

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TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CLYDE M.DAVIS AND WIFE, LORENA T. DAVIS, 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 TAXES FOR 1940 WHICH HAVE BEEN PRO-RATED AND ASSUMED BY THE GRANTEES, AND AS ABOVE SHOWN. I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said CLYDE M.DAVIS AND WIFE LORENA T. DAVIS,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 CLYDE M.DAVIS AND WIFE ,LORENE C.DAVIS do hereby transfer and convey unto A.J.LINX , 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.