WE, ~~THE~~ , the said ALONZO E. HARDISON AND WIFE SUE W. HARDISON , 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 $ 7200.00 FIRE AND TORNADO 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 ALONZO E. HARDISON AND WIFE SUE W. HARDISON , 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 ALONZO E.HARDISONAND WIFE SUE W. HARDISON 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 J.E. MALONE 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 A.R. GREENE AND WIFE ANNIE LOIS GREENE, and ALONZO E. HARDISON AND WIFE SUE W. HARDISON , hereunto set our hands at NASHVILLE , Tennessee, this the 22ND, day of JULY ,19 40.

A.R. GREENE

ANNIE LOIS GREENE
ALONZO E. HARDISON
SUE W. HARDISON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, GAYNELLE PARSONS , a Notary Public in and for said County and State, the within named A.R. GREENE AND WIFE ANNIE LOIS GREENE, AND ALONZO E. HARDISON AND WIFE SUE W. HARDISON 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 JULY 1940 .

My commission expires OCT. 8, 1941 (Seal) GAYNELLE PARSONS Notary Public.

U.S.R.S $ 9.35

RECEIVEDJULY 25TH,1940 AT 2;55 P.M.

INSTALLMENT DEED

Book No. 1139

FOR AND IN CONSIDERATION of the sum of TWENTY-TWO HUNDRED AND FIFTY ($2250.00) DOLLARS of which THREE HUNDRED ($300.00) DOLLARS has been paid in cash by T. R. HOGUE AND WIFE DORA HOGUE , the receipt of which is hereby acknowledged, and for the remainder NINETEEN HUNDRED AND FIFTY ($1950.00) DOLLARS the said T. R. HOGUE AND WIFE DORA HOGUE HAVE EXECUTED THEIR 97 JOINT PROMISSORY MONTHLY NOTES, 96 OF WHICH ARE IN THE SUM OF $25.00 EACH, WHICH AMOUNT INCLUDES PRINCIPAL OF $20.08 AND INTEREST OF $4.92. BY AGREEMENT INTEREST AT THE RATE OF 6 PER CENT PER ANNUM BROM JULY 1, 1940 , HAS BEEN COMPUTED THROUGHOUT THE ENTIRE SERIES OF NOTES, AVERAGED AND ABDED TO THE PRINCIPAL SO THAT ALL OF THE NOTES ARE IN AN EQUAL AMOUNT OF $25.00 EXCEPT THE LAST, OR 97TH, NOTE ~~WHICH IS IN AN EQUAL AMOUNT OF $25.00 EXCEPT THE LAST, OR 97TH, NOTE~~ WHICH IS IN THE SUM OF $22.32. SAID NOTES BEAR DATE OF JULY 23, 1940 , AND ARE PAYABLE TO THE ORDER OF BENJAMIN IRBY LUCAS AND LYDIA LUCAS. THE FIRST ONE OF SAID NOTES IS DUE AND PAYABLE ON OR BEFORE AUGUST 1, 1940 , AND THE OTHERS ON OR BEFORE THE FIRST DAY OF EACH MONTH CONSECUTIVELY THEREAFTER,

I declare that I am the [illegible] secured by the instrument within recorded, and hereby [illegible] discharge of the lien to secure the same in full. This 5 day of Sept 1940.

Attest: J. P. Wilson Lydia Lucas

MATURITY

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 WE, BENJAMIN IRBY LUCAS AND WIFE LYDIA LUCAS,

have this day bargained and sold, and do hereby transfer and convey, unto the said T. R. HOGUE AND WIFE DORA HOGUE THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows: BEING PART OF LOTS NOS. 116 AND 117 IN M. A. SPURR'S SUBDIVISION OF LOTS NOS. 7,9,74 AND 75 OF THE BOYD AMENT TRACT OF LAND, A PLAN OF WHICH IS OF RECORD IN BOOK NO. 21, PAGE 83, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE,

AND THE SOUTHEAST CORNER OF LOT NO. 13 ON THE PLAN OF B. F. SHIELDS' HEIRS ADDITION TO NASHVILLE, AS OF RECORD IN BOOK NO. 57, PAGE 31, SAID REGISTER'S OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WESTERLY MARGIN OF VILLA PLACE, FORMERLY VILLA STREET, 295.85 FEET NORTHERLY FROM THE NORTHERLY MARGIN OF TREMONT, FORMERLY HANCOCK, THENCE WITH THE WESTERLY MARGIN OF VILLA PLACE, NORTHERLY 50 FEET, MORE OR LESS, TO A. B. TARPLEY'S SOUTHEAST CORNER; THENCE WITH HIS SOUTHERLY LINE, WESTERLY 150.8 FEET TO THE EASTERLY MARGIN OF AN ALLEY; THENCE WITH SAID ALLEY, SOUTHERLY 50 FEET, MORE OR LESS, TO A POINT 295.85 FEET NORTHERLY FROM TREMONT STREET; THENCE EASTERLY 150.8 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO BENJAMIN IRBY LUCAS AND WIFE, LYDIA LUCAS, BY DEED FROM MRS. ALMA HILL OF RECORD IN BOOK NO. 967, PAGE 324, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

IT IS AGREED THAT THE SELLERS WILL PAY CITY TAXES FOR THE YEAR 1940 AND THE PURCHASERS WILL PAY STATE AND COUNTY TAXES FOR THE YEAR 1940

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said T. R. HOGUE AND WIFE DORA HOGUE, 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said T.R. HOGUE AND WIFE DORA HOGUE, 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 T. R. HOGUE AND WIFE DORA HOGUE do hereby transfer and convey unto BAXTER CATO , 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.