I , the said PERRY ODOM , 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 $ -- 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 therein, the same to bear interest from the date of such payment.

Now, if I , the said PERRY ODOM , 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 PERRY ODOM 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 W. L. SPERRY 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 MRS. N. A. BOND, A WIDOW

and PERRY ODOM , hereunto set our hands

at DONELSON , Tennessee, this the 26 day of JULY , 1940 .

MRS. N. A. BOND
PERRY ODOM

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. F. MOORE , a Notary Public in and for said County and State, the within named MRS. N. A. BOND, A WIDOW AND PERRY ODOM

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 X X X , 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~~ Donelson, Tennessee, this 26 day of JULY 1940 .

My commission expires JAN 6, 1943

(Seal) W. F. MOORE
Notary Public.

U.S.R.S. 55¢

REC'D JUL 27, 1940 AT 10;05 A.M.

NUMBER 42380 RECORDED JULY 29TH, 1940 CHARLES A. DENNIS ET UX, TO R.T. WHITEHEAD ET UX.

47800 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1139

FOR AND IN CONSIDERATION of the sum of SIXTEEN HUNDRED AND TEN AND 28/100 ($1610.28) DOLLARS

of which TWO HUNDRED AND NO/100 ($200.00) DOLLARS has been paid in cash by R.T. WHITEHEAD AND WIFE NELLIE P. WHITEHEAD, the receipt of which is hereby acknowledged, and for the remainder FOURTEEN HUNDRED AND TEN AND 28/100 ($1410.28) DOLLARS the said R.T. WHITEHEAD AND WIFE NELLIE P. WHITEHEAD, HAVE EXECUTED THEIR SEVEN (7) JOINT PROMISSORY NOTES, OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF CHARLES A. DENNIS AND WIFE AGNES JONES DENNIS, THE FIRST ONE OF SAID NOTES IS FOR $200.00 PRINCIPAL THE SECOND ONE OF SAID NOTES IS FOR $~~210.28~~ PRINCIPAL, THE REMAINING FIVE NOTES ARE FOR A PRINCIPAL SUM OF $200.00 EACH, ALL OF SAID NOTES BEARING INTEREST AT THE RATE OF 6% PER ANNUM PAYABLE SEMI- ANNUALLY ON THE OUTSTANDING AMOUNT , SAID NOTES PAYABLE ON OR BEFORE THE FIRST ONE OF SAID NOTES MATURING JULY 18TH, 1941, FOURTEEN (14) SEMI ANNUAL INTEREST NOTES ALSO HAVING BEEN EXECUTED BY THE SAID R.T. WHITEHEAD AND WIFE NELLIE P.WHITEHEAD TO COVER THE INTEREST ON THE ABOVE MENTIONED PRINCIPAL NOTES.

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, CHARLES A. DENNIS AND WIFE AGENES JONES DENNIS,

have this day bargained and sold, and do hereby transfer and convey, unto the said R.T. WHITEHEAD AND WIFE NELLIE P. WHITEHEAD THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING LOTS NOS. 9, 10, AND 12 OF BLOCK "H" ON THE MAP OF THE REVISED PLAN OF RAINBOW TERRACE SUBDIVISION , NOT OF RECORD DESCRIBED ACCORDING TO SURVEY MADE BY W.B. SOUTHGATE SURVEYOR, IN APRIL 1940, AS FOLLOWS;

BEGINNING AT THE NORTHERLY MARGIN OF NEELY'S BEND ROAD 801 FEET 4 INCHES EAST OF THE EASTERLY MARGIN OF HILLSCREST DRIVE; THENCE WITH THE LINE BETWEEN LOTS NOS. 8, 9, 12 AND 13 NORTHERLY 448 FEET TO THE SOUTHERLY MARGIN OF BLACKSTONE AVENUE ; THENCE WITH SAME EASTERLY 84 FEET THENCE SOUTH 17 DEGREES 15 MINUTES EAST 228 FEET TO THE CORNER OF LOTS NOS. 10, 11, AND 12, THENCE WITH THE LINE BETWEEN LOTS NOS. 10 AND 11 SOUTHERLY 266 FEET 6 INCHES, TO THE NORTHERLY MARGIN OF NEELY'S BEND ROAD, THENCE WESTWARDLY WITH SAME 200 FEET 11 INCHES TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO CHARLES A. DENNIS AND WIFE AGNES JONES DENNIS BY DEED FROM RAINBOW REALTY COMPANY OF RECORD IN BOOK 903, PAGE 3, SAID REGISTER'S OFFICE.

TAXES FOR THE YEAR 1940, ON THE PROPERTY HEREIN CONVEYED ARE TO BE PAID BY THE SAID WHITEHEAD AND WIFE NELLIE P.WHITEHEAD THE SAME HAVING BEEN PRO RATED ADJUSTED AND DEDUCTED FROM THE CASH PAYMENTS.

I do hereby certify that I am the lawful owner and holder of the claim secured by the instrument within
Witness my hand this 4th day of Feb 1941
Caldwell Johnson
DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said R.T. WHITEHEAD AND WIFE NELLIE P. WHITEHEAD, 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 R.T. WHITEHEAD AND WIFE NELLIE P. WHITEHEAD, 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 R.T. WHITEHEAD AN WIFE NELLIE P. WHITEHEAD,

do hereby transfer and convey unto RUFUS GANN , 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.