WE , the said G.W. CLINARD AND WIFE, FRANCES M. CLINARD, , 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 $ 1000.00 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 G.W. CLINARD AND WIFE, FRANCES M.CLINARD , 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 G.W. CLINARD AND WIFE, FRANCES M.CLINARD, 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.L. GHEE 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 WILLIAM A. DUNCAN AND WIFE, SUE ELLIS DUNCAN,

and G.W. CLINARD AND WIFE, FRANCES M. CLINARD, , hereunto set our hands

at NASHVILLE , Tennessee, this the 21ST day of OCTOBER , 19 40.

G.W. CLINARD
FRANCES M. CLINARD
WILLIAM A. DUNCAN
SUE ELLIS DUNCAN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, IRVINE G. CHASE , a Notary Public in and for said County and State, the within named G.W. CLINARD AND WIFE, FRANCES M.CLINARD

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 23RD day of OCTOBER 19 40.

My commission expires APRIL 12TH 1943

(Seal) IRVINE G. CHASE
Notary Public.

STATE OF KENTUCKY LOGAN COUNTY
PERSONALLY APPEARED BEFORE ME, W.E. MOSELEY A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED WILLIAM A. DUNCAN AND WIFE SUE ELLIS DUNCAN THE BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT RUSSELLVILLE, KY , THIS 24TH DAY OF OCTOBER, 1940.
(SEAL) W.E. MOSELEY, NOTARY PUBLIC

NOTARY PUBLIC, LOGAN COUNTY KY
COM.EXPIRES JAN 17TH 1942

U.S.R.S. $1.10

REC'D OCT 28, 1940 AT 9:02 A .M.

NUMBER 48381 RECORDED OCT. 31ST, 1940

INSTALLMENT DEED

Book No. 1169

FOR AND IN CONSIDERATION of the sum of NINETEEN HUNDRED & FORTY SIX ($1946.00) DOLLARS of which TWO HUNDRED & FIFTY ($250.00) DOLLARS has been paid in cash by CARL JORDAN AND WIFE VIRGIE JORDAN , the receipt of which is hereby acknowledged, and for the remainder SIXTEEN HUNDRED & NINETY SIX ($1696.00) DOLLARS the said CARL JORDAN AND WIFE VIRGIE JORDAN HAVE EXECUTED AND DELIVERED THEIR EIGHTY-FIVE (85) PROMISSORY NOTES OF A EVEN DATE WITH THIS INSTRUMENT, PAYABLE TO THE ORDER OF L.R. CAMPBELL MONTHLY, BEGINNING FEBRUARY 16, 1939, AND CONTINUING ON THE 16TH DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL ARE PAID. SAID NOTES ARE FOR TWENTY ($20.00) DOLLARS EACH , WITH THE EXCEPTION OF THE LAST NOTE, NO.85, WHICH IS FOR SIXTEEN ($16.00) DOLLARS, ALL OF SAID NOTES BEAR INTEREST FROM DATE AT SIX PER CENT (6%) AND ARE SECURED BY A LIEN ON THE PROPERTY WHICH LIEN IS EXPRESSLY RETAINED ALL OF SAID NOTES PROVIDE FOR THE PAYMENT OF ATTORNEYS FEES AND ALL COSTS OF COLLECTION,

~~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, L.R. CAMPBELL AN UNMARRIED MAN have this day bargained and sold, and do hereby transfer and convey, unto the said CARL JORDAN AND WIFE, VIRGIE JORDAN THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

LOCATED IN THE CITY OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 24, IN HARDING'S PLAN OF LOTS IN NORTH NASHVILLE, AS OF RECORD IN BOOK PAGE 80, R.O.D.C . SAID LOT 24 FRONTS FIFTY FEET ON THE SOUTHERLY SIDE OF THOMPSON STREET, AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET AN ALLEY, AND BEING THE SAME THAT WAS CONVEYED TO THE SAID L.R. CAMPBELL BY DEED DATED MARCH 9, 1931, AND RECORDED IN BOOK 874, PAGE 507, OF SAID REGISTER'S OFFICE.

I do hereby make oath that I am the true and lawful holder of the claim secured by the instrument which is the basis of the foregoing proceeding, and that the amount thereof and all interest thereon is justly due and unpaid, and that I am not acting in the matter for the purpose of collecting any debt or claim against any person other than the debtor named in the instrument, and that I do not directly or indirectly own any bid at the sale, nor have I made any agreement whereby any bidder is to acquire title to the property in order to relieve me of liability on account of my endorsement or guaranty of the debt