WE , the said DECATAR BELL WOODARD AND WIFE, MARGARET ELIZABET WOODARD, , 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 $ 200.00 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 herein, the same to bear interest from the date of such payment.

Now, if WE , the said DACATAR BELL WOODARD AND WIFE, MARGARET ELIZABETH WOODARD, , 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 DECATAR BELL WOODARD AND WIFE, MARGARET ELIZABETH WOODARD, 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 LAWRENCE 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 DECATAR BELL WOODARD AND WIFE, MARGARET ELIZABETH WOODARD, OWEN WILSON SWINT AND WIFE, LAURA C.SWINT AND and EMILY SWINT TINDALL AND HUSBAND, JOSEPH D.TINDALL , hereunto set our hands at NASHVILLE, , Tennessee, this the 2ND. day of DEC. , 19 40.

WITNESS: D.A.CANTRELL

WITNESS J.W.ROBERTSON

WITNESS: ARTIE NORRIS

DECATAR BELL X WOODARD
HIS MARK

MARGARET ELIZABETH WOODARD

OWEN WILSON SWINT

LAURA C.SWINT

EMILY SWINT TINDALL

JOSEPH D.TINDALL

STATE OF TENNESSEE. DAVIDSON COUNTY.

Personally appeared before me, H.N.O'CALLAGHAN, a Notary Public in and for said County and State, the within named DECATAR BELL WOODARD AND WIFE, MARGARET ELIZABETH WOODARD, AND OWEN WILSON SWINT AND WIFE, LAURA C.SWINT, 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

X

having appeared before me privately and apart from husband , the said

X , 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.

X X

Witness my hand and official seal at Nashville, Tennessee, this 23RD day of DECEMBER, 1940.

~~My~~ Commission expires APRIL 6, 1942.

(Seal) H.N.O'CALLAGHAN,
MY COMMISSION EXPIRES APRIL 6, 1942. Notary Public.

GEORGIA, COUNTY OF FULTON.

STATE OF ~~TENNESSEE, DAVIDSON COUNTY.~~

Personally appeared before me, ARTIE NORRIS, a Notary Public in and for said County and State, the within named EMILY SWINT TINDALL AND HUSBAND, JOSEPH D.TINDALL, 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

X

having appeared before me privately and apart from husband , the said

X , 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.

X X

Witness my hand and official seal at ~~Nashville, Tennessee~~ ATLANTA, GEORGIA, THIS 22ND day of FEBRUARY, 19 41.

NOTARY PUBLIC, STATE AT LARGE, ATLANTA, GA.
My commission expires JULY 24, 1942.

(Seal) ARTIE NORRIS,
Notary Public.

U.S.R.S. $0.10
RECD APRIL 4, 1941 AT 1:37 P M
MM

5343 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1172

FOR AND IN CONSIDERATION of the sum of ($1900.00) ONE THOUSAND, NINE HUNDRED AND NO/100 DOLLARS of which THREE HUNDRED AND NO/100 ($300.00) DOLLARS has been paid in cash by WESTER F. JOHNSON AND WIFE, DENA JOHNSON, , the receipt of which is hereby acknowledged, and for the remainder ($1600.00) ONE THOUSAND, SIX HUNDRED AND NO/100 DOLLARS the said WESTER F. JOHNSON AND WIFE, DENA JOHNSON,

HAVE EXECUTED THEIR 64 JOINT PROMISSORY NOTES, OF EVEN DATE HEREWITH, FOR THE SUM OF TWENTY FIVE DOLLARS EACH, PAYABLE TO THE ORDER OF JOHN L.SHREEVE AND WIFE, BERNICE SHREEVE. THE FIRST ONE OF SAID NOTES FALLS DUE APRIL 10, 1941, AND ONE NOTE FALLS DUE ON THE 10TH. DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL OF SAID NOTES ARE PAID IN FULL ACCORDING TO THEIR TERMS.

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 JOHN L.SHREEVE AND WIFE, BERNICE SHREEVE,

have this day bargained and sold, and do hereby transfer and convey, unto the said WESTER F.JOHNSON AND WIFE, DENA JOHNSON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY PART OF LOT NO.24 ON THE MAP OF I.D.LUTON'S REVISED PLAN, OF RECORD IN BOOK NO.547, PAGE 19, REGISTERS OFFICE FOR SAID COUNTY.

BEGINNING AT A POINT IN THE SOUTHERLY MARGIN OF TRINITY ROAD, AT THE NORTHEAST CORNER OF THE TRINITY CHURCH LOT, BEING THE NORTHEAST CORNER OF SAID LOT 24; THENCE SOUTHERLY WITH THE WESTERLY LINE OF SAID CHURCH LOT, 276.5 FEET TO THE NORTHERLY LINE OF LOT 21 ON SAID PLAN; THENCE WESTERLY WITH THE NORTHERLY LINES OF LOTS NOS. 21 AND 22, 101 FEET, MORE OR LESS, TO FRED CAMPBELL'S EASTERLY LINE; THENCE NORTHERLY WITH CAMPBELL'S EASTERLY LINE 276.5 FEET TO THE SOUTHERLY MARGIN OF TRINITY ROAD; THENCE EASTERLY WITH SAID ROAD 101 FEET, MORE OR LESS, TO THE BEGINNING.

BEING PART OF THE SAME PROPERTY CONVEYED TO I.D.LUTON BY DEED FROM W.H.MOORE AND WIFE, OF RECORD IN BOOK 367, PAGE 67, SAID REGISTERS OFFICE.

I declare that I am the true and lawful holder of the claim secured by this deed, and hereby make oath to the truth of the statements herein contained.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WESTER F? JOHNSON AND WIFE, DENA JOHNSON, 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 WESTER F? JOHNSON AND WIFE, DENA JOHNSON, 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 WESTER F. JOHNSON AND WIFE, DENA JOHNSON,

do hereby transfer and convey unto EDWIN E. CARLSON, , 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.