WE, the said PHILIP M. CHADWELL AND WIFE THELMA C. CHADWELL, 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.

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 PHILIP M. CHADWELL AND WIFE THELMA C. CHADWELL, 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.

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 , 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 , 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 , hereunto set our hands and seals at , Tennessee, this the day of , 19 .

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within named , the bargainor , with whom I am personally acquainted, and who acknowledged that 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 day of , 19 .

My commission expires , 19 .

(Seal) , Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within named , the bargainor , with whom I am personally acquainted, and who acknowledged that SHE 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 21st day of ~~August~~ October 19 41.

My commission expires 2-2-47

(Seal) RUTH SCOTT, Notary Public.

R.O.R.O. 1.65

RECEIVED OCT. 27, 1941, AT 2:45 P.M.

5340 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1172

FOR AND IN CONSIDERATION of the sum of ELEVEN THOUSAND AND NO/100THS ($11,000.00) - - - -DOLLARS

of which ONE THOUSAND TWO HUNDRED SIXTY SIX AND 18/100THS (1,266.18) - -DOLLARS has been paid in cash by GEORGE S. HASTINGS AND WIFE, CORNELIA V. K. HASTINGS, the receipt of which is hereby acknowledged, and for the remainder DOLLARS the said NINE THOUSAND SEVEN HUNDRED THIRTY THREE AND 82/100THS ($9,733.82)

THE SAID GEORGE S. HASTINGS AND WIFE, CORNELIA V. K. HASTINGS HEREBY ASSUME AND AGREE TO PAY THE BALANCE OF NINE THOUSAND TWO HUNDRED THIRTY THREE AND 82/100THS ($9,233.82) DOLLARS OF A NOTE IN THE ORIGINAL AMOUNT OF NINE THOUSAND FIVE HUNDRED AND NO/100THS ($9,500.00) DOLLARS, WITH INTEREST FROM DATE HEREOF, AT THE RATE OF FIVE (5%) PER CENT PER ANNUM, BOTH PRINCIPAL AND INTEREST PAYABLE IN MONTHLY INSTALLMENTS OF SIXTY THREE AND 30/100THS ($63.30) DOLLARS, THE NEXT INSTALLMENT BEING DUE NOVEMBER 1ST, 1941, SECURED BY DEED OF TRUST TO L. A. MCLEAN, TRUSTEE OF RECORD IN BOOK 1124, PAGE 264 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

AND THE SAID GEORGE S. HASTINGS AND WIFE, CORNELIA V. K. HASTINGS HAVE THIS DAY EXECUTED AND DELIVERED ONE (1) JOINT PROMISSORY NOTE IN THE SUM OF FIVE HUNDRED AND NO/100THS ($500.00) DOLLARS, PAYABLE TO THE ORDER OF JAMES M. SIMS AND WIFE, MARTHA ALEXANDER SIMS, AND DUE ONE (1) YEAR AFTER DATE

5%
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, JAMES M. SIMS AND WIFE MARTHA ALEXANDER SIMS

have this day bargained and sold, and do hereby transfer and convey, unto the said GEORGE S. HASTINGS AND WIFE, CORNELIA V. K. HASTINGS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 22 ON THE MAP OF COMPTONWOOD SUBDIVISION AS OF RECORD IN BOOK 974, PAGE 10 OF THE REGISTER'S OFFICE FOR SAID COUNTY,

SAID LOT NO. 22 FRONTS 100 FEET ON THE EASTERLY SIDE OF ESTES AVENUE OR THE OLD COMPTON ROAD AND RUNS BACK BETWEEN PARALLEL LINES 307.5 FEET TO A DEAD LINE.

BEING THE SAME PROPERTY CONVEYED TO JAMES M. SIMS AND WIFE, MARTHA ALEXANDER SIMS BY DEED FROM OMER JORDAN AND WIFE, OF RECORD IN BOOK 1132, PAGE 128 SAID REGISTER'S OFFICE.

IT IS UNDERSTOOD AND AGREED THAT THIS CONVEYANCE IS MADE SUBJECT TO THE RESTRICTIVE COVENANTS RECORDED IN BOOK 1023, PAGE 352; BOOK 1049, PAGE 546 AND BOOK 1090, PAGE 176 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

IT IS FURTHER UNDERSTOOD AND AGREED THAT STATE AND COUNTY TAXES ASSESSED FOR YEAR 1941 AGAINST SAID PROPERTY ARE PRO RATED AS OF EVEN DATE HEREOF AND ARE HEREBY ASSUMED BY SAID PURCHASERS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GEORGE S. HASTINGS AND WIFE, CORNELIA V. K. HASTINGS, 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.

EXCEPT AS HEREINBEFORE SET OUT

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said GEORGE S. HASTINGS AND WIFE, CORNELIA V. K. HASTINGS, 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 GEORGE S. HASTINGS AND WIFE, CORNELIA V. K. HASTINGS do hereby transfer and convey unto L. M. WOOD, 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.