WE , the said ROBERT T. SMITH AND WIFE, ESTHER J.SMITH , 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 $ 4600.00 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 ROBERT T. SMITH AND WIFE, ESTHER J.SMITH , 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 ROBERT T. SMITH AND WIFE, ESTHER J.SMITH,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 Trustee, shall be vested in said successor. J.O. JOHNSON

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 ROBERT T. SMITH

and WIFE, ESTHER J.SMITH AND TILLIE LLOYD , hereunto set our hands at NASHVILLE , Tennessee, this the 24TH day of OCTOBER , 19 41.

DR. ROBERT T. SMITH
ESTHER J.SMITH
TILLIE LLOYD

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, CERELLA HARRIS , a Notary Public in and for said County and State, the within named ROBERT T. SMITH AND WIFE, ESTHER J.SMITH

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 30TH day of OCTOBER 19 41.

My commission expires OCT 8 1945

(Seal) CERELLA HARRIS
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, CERELLA HARRIS , a Notary Public in and for said County and State, the within named TILLIE LLOYD

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 day of OCTOBER 1941.

My commission expires OCT 8,1945.

(Seal) CERELLA HARRIS
Notary Public.

U.S.R.S. NONE
REC'D NOV 1,1941 AT 10:36 A.M.

53945 MARSHALL & BRUCE CO. NASHVILLE

V. J.A.E.

INSTALLMENT DEED

Book No. 1172

FOR AND IN CONSIDERATION of the sum of SIX THOUSAND & NO/100 ($6000.00) DOLLARS

of which $1,500.00 DOLLARS has been paid in cash by J.U. SIDLER AND WIFE, HATTIE S.SIDLER; JOE SIDLER, JR., & C.S. SIDLER, the receipt of which is hereby acknowledged, and for the remainder FOUR THOUSAND FIVE HUNDRED & NO/100 ($4,500.00) - - - - DOLLARS the said J.U.SIDLER AND WIFE, HATTIE S.SIDLER; JOE SIDLER, JR., & C.S.SIDLER

HAVE THIS DAY ASSUMED A CERTAIN INDEBTEDNESS OF $3,000 SECURED BY DEED OF TRUST TO FLORENCE S.CALDWELL, TRUSTEE EXECUTED BY PEARL J.ELLIS AND HUSBAND, C.C.ELLIS DATED JULY 15, 1940 WITH INTEREST AT FIVE PER CENT FROM JANUARY 15, 1941; AND RECORDED IN BOOK ____, PAGE ____, REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE; AND FOR THE REMAINING FIFTEEN HUNDRED & NO/100 ($1,500.00) DOLLARS THE SAID J.U.SIDLER AND WIFE, HATTIE S.SIDLER AND JOE SIDLER, JR., AND C.S.SIDLER HAVE THIS DAY EXECUTED THEIR FORTY TWO (42) NOTES OF EVEN DATE HEREWITH PAYABLE MONTHLY BEGINNING ON THE 11TH DAY OF APRIL AND PAYABLE ON THE SAME DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID IN FULL. THE FIRST FORTY-ONE (41) OF SAID NOTES ARE IN THE PRINCIPAL SUM OF THIRTY-SIX & NO/100 ($36.00) DOLLARS AND THE LAST NOTE BEING IN THE PRINCIPAL SUM OF TWENTY-FOUR (24) DOLLARS; THE INTEREST ON THE WHOLE SUM REMAINING FROM TIME TO TIME UN PAID IS CUMPUTED AT SIX PER CENT PER ANNUM AND ADDED TO THE FACE OF EACH NOTE MAKING THE FIRST NOTE IN THE SUM OF $43.50 AND EACH NOTE REDUCING IN AMOUNT 18 CENTS AS THEY COME DUE- THE LAST NOTE IS IN THE AMOUNT $24.12 (ALL NOTES BEAR INTERES_ AT SIX PER CENT AFTER 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, CYNTHIA GRISSIM AND HUSBAND, J.G.GRISSIM,

have this day bargained and sold, and do hereby transfer and convey, unto the said J.U.SIDLER AND WIFE, HATTIE S.SIDLER; JOE SIDLER, JR., AND C.S.SIDLER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

Lying ~~LAND~~ IN THE 6TH, FORMERLY THE 9TH CIVIL DISTRICT OF DAVIDSON COUNTY,TENNESSEE, SITUATED ON MILL CREEK,AND BOUNDED AS FOLLOWS:

BEGINNING AT A STAKE IN SAMUEL HAM'S NORTH BOUNDARY LINE, RUNNING THENCE WEST 60-1/10 POLES TO HAM'S CORNER; NEAR HALL'S OLD MILL; THENCE SOUTH 1/2 DEGREES EAST 53 POLES; THENCE EAST 60-4/10 POLES; THENCE NORTH 1/2 DEGREE WEST 53 POLES TO THE BEGINNING CONTAINING 20 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO CYNTHIA GRISSIM BY DEED FROM PEARL J.ELLIS AND HUSBAND, C.C. ELLIS OF RECORD IN BOOK ___, PAGE __, REGISTERS OFFICE FOR DAVIDSON COUNTY,TENN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J.U.SIDLER AND WIFE, HATTIE S. SIDLER; JOE SIDLER, JR., AND C.S.SIDLER 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.

TAXES FOR 1940 WHICH PURCHASERS ASSUME.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said J.U.SIDLER AND WIFE, HATTIE S.SIDLER; JOE SIDLER, JR., & C.S.SIDLER, 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 J.U.SIDLER AND WIFE, HATTIE S.SIDLER; JOE SIDLER, JR. AND C.S.SIDLER, do hereby transfer and convey unto HARRY H.CHITWOOD, , 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.