WE , the said J.E.SMITH AND LAURA E.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 $ 1200.00 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 J.E.SMITH AND LAURA E.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 ~~prematurely~~ WITHIN 30 DAYS AFTER 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 J.E.SMITH & LAURA E.SMITH, -- 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 ED.T.HORN, 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 W.B.GORE AND WIFE, EMILY GORE

and J.E.SMITH AND LAURA E.SMITH, hereunto set our hands at NASHVILLE, Tennessee, this the -- day of DEC. ,19 41.

W.B.GORE

EMILY GORE

MRS.J.E.SMITH

J.E.SMITH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.E.HALEACH , a Notary Public in and for said County and State, the within named W.B.GORE AND EMILY GORE AND J.E.SMITH AND LAURA E.SMITH,

the bargainor , 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

X

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 15TH day of DECEMBER 1941

My commission expires APRIL 19, 1945.

(Seal) W.E.HALEACH

Notary Public.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF ~~TENNESSEE, DAVIDSON COUNTY.~~ MICHIGAN, WAYNE COUNTY.

Personally appeared before me, KENETH L.MONTIE , a Notary Public in and for said County and State, the within named J.E.SMITH AND WIFE, LAURA E.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 LAURA E.SMITH, , WIFE of the said

J.E.SMITH,

having appeared before me privately and apart from HER husband , the said LAURA E.SMITH,

, acknowledged the execution of the said instrument to have

been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband , and for the purposes therein expressed.

Witness my hand and official seal at ~~Nashville, Tennessee~~ WAYNE COUNTY, MICHIGAN, this 17TH day of DEC. 1941.

My commission expires MAY 5, 1945.

(Seal) KENNETH L.MONTIE,

Notary Public.

U.S.R.S. $2.20

RECD DEC. 19, 1941 AT 2:35 P M

EDGE MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1172

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND FIVE HUNDRED ($3500.00) DOLLARS

of which FIVE HUNDRED ($500.00) DOLLARS has been paid in cash by EDWARD A. BELL AND WIFE,BONNIE MAE BELL, , the receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND ($3,000.00) DOLLARS

the said EDWARD A. BELL AND WIFE, BONNIE MAE BELL HAVE EXECUTED THEIR ONE HUNDRED TWENTY ONE (121) PROMISSORY NOTES OF EVEN DATE HEREWITH IN THE PRINCIPAL AMOUNT OF $10.00 EACH, AND ONE NOTE IN THE AMOUNT OF $1.36, WITH INTEREST AT SIX PER CENT CALCULATED AND INCLUDED IN THE FACE OF EACH NOTE, THE FIRST BEING PAYABLE ON THE 10TH DAY OF JANUARY, 1942, AND ONE ON THE LIKE DAY OF EACH MONTH THEREAFTER, UNTIL THE ENTIRE SERIES ARE PAID; AND HAS ASSUMED AND AGREED TO PAY AN UNPAID BALANCE OF $1788.64 ON A $2,000.00 NOTE, DATED JULY 12,1938, WITH INTEREST, PAYABLE IN MONTHLY INSTALLMENTS TO THE MADISON BANK AND TRUST COMPANY, AND SECURED BY DEED OF TRUST OF EVA JAYNES TO LITTELL RUST, TRUSTEE, RECORDED IN BOOK 1089 PAGE 212, R.O.D.C. TENNESSEE, AND OTHERWISE ABIDE AND COMPLY WITH THE TERMS AND CONDITIONS OF THE SAID NOTE AND DEED OF TRUST,

BEARING SIX PER CENT INTEREST FROM MATURITY AND

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, EVA JAYNES SANDS AND HUSBAND GRAY SANDS

have this day bargained and sold, and do hereby transfer and convey, unto the said EDWARD A. BELL AND WIFE, BONNIE MAE BELL,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

LAND IN DAVIDSON COUNTY,TENNESSEE, BEING LOT NO.23 OF BLOCK 4 ON THE PLAN OF DABBS AND ELLIOTT'S SUBDIVISION NO.1 AT OLD HICKORY, TENNESSEE, AS OF RECORD IN BOOK 547 PAGE 97, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.23 FRONTS 50 FEET ON THE WESTERLY SIDE OF 28TH STREET AND RUNS BACK BETWEEN PARALLEL LINES 144 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO EVA JAYNES, NOW SANDS, AND ANNIE RACHEL JAYNES BY DEED FROM B.D. JORDAN AND WIFE OF RECORD IN BOOK 766 PAGE 409, SAID REGISTER'S OFFICE, THE SAID ANNIE RACHEL JAYNES HAVING CONVEYED HER INTEREST TO EVA JAYNES BY DEED OF RECORD IN BOOK 1082 PAGE 320 REGISTER'S OFFICE AFORESAID.

THIS CONVEYANCE IS MADE SUBJECT TO THE EASEMENT FOR SEWERAGE PURPOSES AND OTHER COVENANTS AND RESTRICTIONS, AS SET OUT IN DEED OF A.H. DABBS AND WIFE TO E.M. ELLIOTT, OF RECORD IN BOOK 739 PAGE 544 R.O.D.C. TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said EDWARD A. BELL AND WIFE, BONNIE MAE BELL,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 BY DEED OF TRUST TO LITTELL RUST, WHICH IS ASSUMED HEREIN BY GRANTEE. WE further covenant and bind OURSELVES,OUR heirs and representatives, to warrant and forever defend the title to said real estate to said EDWARD A. BELL AND WIFE, BONNIE MAE BELL,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 EDWARD A. BELL AND WIFE, BONNIE MAE BELL

do hereby transfer and convey unto LEWIS C. PAYNE , 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.