WE, the said GEORGE E. JOHNSTON AND WIFE CAROLINE, 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 $300.00 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 - 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 GEORGE E. JOHNSTON AND WIFE CAROLINE, 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 GEORGE E. JOHNSTON AND WIFE CAROLINE, - 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 G. VERGOS ... ES 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 L... SMITH, ... J. L. SMITH and GE... JOHNSTON AND WIFE CAROLINE, hereunto set our hands at ...VILLE, Tennessee, this the 17 day of MARCH, 19 42.

L... SMITH

GEO. E. JOHNSTON

CAROLYN JOHNSTON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, GEO. E. JOHNSTON, a Notary Public in and for said County and State, the within named GEO. L... SMITH, A ...ON,

the bargainor, with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

And X, of the said

having appeared before me privately and apart from husband, the said X, acknowledged the execution of the said instrument to have been done by X 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 17 day of MARCH, 19 42.

My commission expires ..., 19...

(Seal) EDNA E. BEACH

Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H. E. RICHARDSON, JR., a Notary Public in and for said County and State, the within named GEORGE E. JOHNSTON AND WIFE CAROLINE

the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X, of the said

having appeared before me privately and apart from husband, the said X, acknowledged the execution of the said instrument to have been done by X 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 17TH day of MARCH, 19 42.

My commission expires APRIL 13, 1944.

(Seal) H. E. RICHARDSON, JR.

Notary Public.

U.S.R.S. #1.65

RECEIVED MARCH 18, 1942, AT 11:37 A.M.

BRAID MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1172

FOR AND IN CONSIDERATION of the sum of TWENTY TWO THOUSAND FIVE HUNDRED ($22,500.00) DOLLARS of which TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) - - - - - - - ~~DOLLARS~~ has been paid in cash by ERNEST JONES AND WIFE, ORA LEE JONES, the receipt of which is hereby acknowledged, and for the remainder OF TWENTY THOUSAND DOLLARS - - - - - - - - - - - ~~DOLLARS~~ the said ERNEST JONES AND ORA LEE JONES HAVE JOINTLY EXECUTED A SERIES OF MONTHLY INSTALLMENT NOTES EACH IN THE PRINCIPAL SUM OF ONE HUNDRED FIFTY DOLLARS ($150.00) SAID NOTES BEING PAYABLE ON OR BEFORE THE FIRST DAY OF EACH MONTH COMMENCING WITH THE MONTH OF AUGUST 1941 AND CONTINUING THEREAAFTER FOR A PERIOD OF ONE HUNDRED NINETEEN (119(MONTHS UNTIL AND INCLUDING THE MOMTH OF JULY, 1951, THE ENTIRE BALANCE OF THE PURCHASE PRICE IN THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) BEING EVIDENCED BY THE GRANTEES' JOINT NOTE WHICH IS DUE AND PAYABLE ON OR BEFORE THE FIRST DAY OF AUGUST, 1951, ALL OF SAID NOTES BEING DATED AS OF JULY 1, 1941, AND

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BOOK NO. 300 PAGE NO.
R.O.D.C. TENN.

THREE 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, GEORGE M. BRACK AND WIFE, EMMA BRACK ~~XXXXXXXX~~ have ~~this day~~ bargained and sold, and do hereby transfer and convey, unto the said ERNEST JONES AND WIFE, ORA LEE JONES, THEIR heirs and assigns, certain real estate in ~~Davidson County, Tennessee, as follows:~~ IN THE 7TH CIVIL DISTRICT OF DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

THE EASTERLY 112 FEET OF LOT NO. 4 AND THE WESTERLY 146 FEET OF LOT NO. 5 ON THE PLAN OF BELLE MEADE SUB. NO. 2 OF RECORD IN BOOK NO. 421, PAGE 51 OF THE REGISTER'S OFFICE FOR SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT IN THE CENTER OF TYNE BOULEBARD, SAID POINT BEING 388 FEET EASTERLY FROM THE NORTHWEST CORNER OF LOT NO. 2 ON SAID PLAN BEING THE CORNER BETWEEN LOTS NOS. 2 AND 1 OF SAID PLAN; AND 888 FEET EASTERLY FROM THE CENTER LINE OF BELLE MEADE BOULEVARD; THENCE ALONG THE CENTER OF TYNE BOULEVARD SOUTH 56½° EAST 258 FEET TO A POINT; THENCE AT RIGHT ANGLES TO TYNE BOULEVARD SOUTH 33½° WEST 216 FEET, MORE OR LESS TO THE CENTER OF RICHLAND CREEK; THENCE WESTERLY DOWN SAID CREEK WITH ITS CENTER LINE AND ITS MEANDERS 260 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 33½° EAST 265 FEET, MORE OR LESS, TO THE CENTER OF TYNE BOULEVARD, THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO GEORGE M. BRACK AND EMMA BRACK BY DEED OF ERSKINE B. INGRAM AND LOUISE C. INGRAM, DATED JUNE 16, 1936 OF RECORD IN BOOK - - PAGE - - OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HERE MADE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ERNEST JONES AND WIFE, ORA LEE JONES, 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 ERNEST JONES AND WIFE, ORA LEE JONES, 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 ERNEST JONES AND WIFE, ORALEE JONES do hereby transfer and convey unto F. M. BASS, JR, 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.