I, the said MRS. BERTHA RICKS JENNINGS & TORNADO, 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 $ 2000.00 FIRE &TURNADO 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.

I 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 I 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 I, the said MRS. BERTHA RICKS JENNINGS, 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 I 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, AND IF I 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.

I 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. I 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 MRS. BERTHA RICKS JENNINGS, HER 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 B. B. KENNEDY, JR., 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 IDAH LEE KIRKPATRICK, LILLIAN KIRKPATRICK BRONAUGH CORINNE KIRKPATRICK ANDERSON, AND MRS. BERTHA RICKS JENNINGS

~~and~~ hereunto set our hands at NASHVILLE, Tennessee, this the 5TH day of JUNE, 19 42.

IDAH LEE KIRKPATRICK

LILLIAN KIRKPATRICK BRONAUGH

CORINNE KIRKPATRICK ANDERSON

BERTHA RICKS JENNINGS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, L. O. HARDAWAY, a Notary Public in and for said County and State, the within named IDAH LEE KIRKPATRICK, DEVISEE UNDER THE WILL OF SOPHIE H. KIRKPATRICK, DECEASED, AND MRS. BERTHA RICKS JENNINGS (DIVORCED) 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 13TH day of JUNE, 19 42.

My commission expires OCT 17, 1943.

(Seal) L. O. HARDAWAY
Notary Public.

STATE OF ~~TENNESSEE~~ KENTUCKY, TODD COUNTY.

Personally appeared before me, MRS. D. W. DICKINSON, a Notary Public in and for said County and State, the within named LILLIAN KIRKPATRICK BRONAUGH AND CORINNE KIRKPATRICK ANDERSON, DEVISEES UNER THE WILL OF SOPHIE H. KIRKPATRICK, DECEASED, 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. TRENTON, TODD KY.

Witness my hand and official seal at ~~Nashville, Tennessee~~, this 12 day of JUNE, 19 42

My commission expires FEB. 28 - 1945.

U.S.R.S. $2.75

(Seal) MRS. D. W. DICKINSON
Notary Public.

RECEIVED JUNE 15, 1942, AT 1:00 P.M.

53545 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1172

FOR AND IN CONSIDERATION of the sum of TWENTY-FIVE HUNDRED ($2500.00) AND 00/100 DOLLARS

of which THREE HUNDRED ($300.00) AND 00/100 DOLLARS has been paid in cash by JOHN WM. RHODES AND WIFE, EMMA G. RHODES, the receipt of which is hereby acknowledged, and for the remainder TWENTY-TWO HUNDRED ($2200.00) AND 00/100 DOLLARS the said JOHN WM. RHODES AND WIFE, EMMA G. RHODES

HAVE EXECUTED THEIR NINETY-TWO (92) PRINCIPAL PROMISSORY NOTES, NINETY-ONE (91) OF WHICH ARE FOR TWENTY-FOUR ($24.00) DOLLARS EACH AND ONE THE NINETY-SECOND FOR SIXTEEN ($16.00) DOLLARS, ALL OF EVEN DATE WITH THIS INSTRUMENT AND PAYABLE TO WILLIAM OEHMAN OR ORDER. ALL OF SAID NOTES READING "ON OR BEFORE". THESE NOTES DO NOT BEAR INTEREST UNTIL AFTER MATURITY FOR INTEREST HAS BEEN COMPUTED ON THE WHOLE AT THE RATE OF 6% PER ANNUM AND ADDED IN THE FIRST OF EACH NOTE DESCENDING SERIES; THAT IS TO SAY, THE FIRST NOTE IS FOR AN AMOUNT $24 PRINCIPAL AND $11 INT. TOTAL PRIN AND INT $35.00; SAID NOTES DECREASING 12¢ EACH MO. THERETO THE LAST WHICH IS FOR AN AMOUNT OF PRIN. $16, INT 8¢ TOTAL, $16.08. THE FIRST ONE OFSAID NOTES IS DUE ON OR BEFORE THE 1ST DAY OF JULY, 1942, THE OTHERS, ONE ON OR BEFORE THE 1ST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL THEY ALL MATURE, AND IF ANY ONE OR MORE OF SAID NOTES IS TAKEN UP BEFORE ITS OR THEIR DUE DATE, THE INTEREST IS TO BE REBATED ACCORDINGLY.

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R.O.D.C. TENN.

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

I, WILLIAM OEHMEN (UNMARRIED)

have this day bargained and sold, and do hereby transfer and convey, unto the said JOHN WM. RHODES AND WIFE, EMMA G. RHODES, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 11 ON THE PLAN OF W. B. COOPER'S ADDITION TO NASHVILLE, AS OF RECORD IN BOOK 5", PAGE 39, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 11 FRONTS 50 FEET ON THE NORTHERLY SIDE OF THE CLIFTON PIKE; AND RUNS BACK BETWEEN PARALLEL LINES, 180 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO WILLIAM OEHMEN BY DEED FROM JOE L. COOPER, ET AL. OF RECORD IN BOOK 323, PAGE 173, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN WM. RHODES AND WIFE, EMMA G. RHODES, THEIR heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN WM. RHODES AND WIFE, EMMA G. RHODES, 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 JOHN WM. RHODES AND WIFE, EMMA G. RHODES

do hereby transfer and convey unto WILLIAM T. MEIERS, 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.