WE , the said E.B.COTHRON AND WIFE NORLAINE COTHRON, , 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 $ 2500.00 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 therein, the same to bear interest from the date of such payment.

Now, if WE , the said E.B.COTHRON AND WIFE NORLAINE COTHRON , 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, 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 E.B.COTHRON AND WIFE NORLAINE COTHRON 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 J.W.RICHMOND 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 J.P.ELLIS TRUSTEE FOR J. PORTER ELLIS JR. AND JIMMIE W. ELLIS, and E.B.COTHRON AND WIFE NORLAINE COTHRON , hereunto set our hands at NASHVILLE , Tennessee, this the 15TH day of JANUARY , 19 41.

E.B.COTHRON

NORLAINE COTHRON

J.P.ELLIS,TRUSTEE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.B.ROBINSON , a Notary Public in and for said County and State, the within named J.P.ELLIS TRUSTEE FOR J. PORTER ELLIS JR., AND JIMMIE W. ELLIS AND E.B. COTHRON AND WIFE NORLAINE COTHRON 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 16TH day of JANUARY 19 41.

My commission expires APRIL 7TH, 1942.

(Seal) J..B.ROBINSON

Notary Public.

U.S.R.S $1 .10

RECEIVED JANUARY 17TH,1941 AT 12;45 P.M

INSTALLMENT DEED

Book No. 1179

FOR AND IN CONSIDERATION of the sum of SIX HUNDRED AND TWENTY FIVE ($625.00) DOLLARS of which ONE HUNDRED ($100.00) DOLLARS has been paid in cash by J.W. SHARP AND WIFE ONA SHARP , the receipt of which is hereby acknowledged, and for the remainder FIVE HUNDRED AND TWENTY FIVE ($525.00) DOLLARS the said J.W. SHARP AND WIFE ONA SHARP HAVE EXECUTED SEVENTEEN (17) NOTE. SIXTEEN OF SAID NOTES ARE LIEN NOTES EACH IN THE SUM OF TWENTY FIVE DOLLARS ($25.00) PAYABLE TO THE ORDER OF WINNIE M. BURRIS AND HUSBAND W.E. BURRIS, ALL OF SAID SIXTEEN NOTES ARE DATED JANUARY 10, 1941 AND ONE NOTE IS CONSECUTIVELY DUE ON OR BEFORE EACH MONTH FROM DATE (JANUARY 10, 1941) AND J.W. SHARP AND WIFE, ONA SHARP, HAVE EXECUTED THEIR ONE PROMISSORY NOTE IN THE SUM OF ONE HUNDRED AND TWENTY FIVE DOLLARS ($125.00) PAYABLE TO THE ORDER OF MADISON REALTY COMPANY OR OR BEFORE JANUARY 15, 1941, THE NOTE PAYABLE TO THE ORDER OF MADISON REALTY COMPANY AS ABOVE STATED IS A PROMISSORY NOTE AND NOT A LIEN NOTE.

* PAYABLE TO MADISON REALTY COMPANY WHICH IS A PROMISSORY NOTE.

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 WITH THE EXCEPTION OF THE $125.00 NOTE/* MADISON REALTY CO. WE, WINNIE M. BURRIS, AND HUSBAND W.E. BURRIS, have this day bargained and sold, and do hereby transfer and convey, unto the said J.W. SHARP AND WIFE ONA SHARP AND TO THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

LAND IN DAVIDSON COUNTY,TENNESSEE,BEING LOT NO.252, ON THE MAP OF RAYON CITY, NOT OF RECORD DESCRIBED ACCORDING TO A COPY OF A SURVEY THEREOF MADE JULY 30, 1928. BY JOHN WILKES CIVIL ENGINEER, AS FOLLOWS;

BEGINNING AT A POINT IN THE SOUTH MARGAIN OF RAYON DRIVE , THE COMMON CORNER OF LOTS NOS. 251, AND 252, THENCE WITH THE LINE BETWEEN SAID LOTS SOUTHWARDLY 82.4 FEET TO A DEAD LINE; THENC NORTH 45° 04' WEST 144 FEET TO A POINT, THE MOST WESTERLY CORNER OF LOT NO.252 IN THE SOUTH MARGIN OF RAYON DRIVE; THENCE WITH SAID DRIVE SOUTH 80° 1' EAST 118 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO WINNIE M.BURRIS BY DEED FROM RAYON CITY DEVELOPMENT COMPANY OF RECORD IN BOOK 998, PAGE 340, REGISTER'S OFFICE FOR SAID COUNTY

THE GRANTORS HEREIN, WINNIE M.BURRIS AND HUSBAND W.E.BURRIS, AGREE TO PAY ALL UNPAID TAXES OF RECORD TO JANUARY 1, 1941, THE GRANTORS AGREE TO GIVE IMMEDIATE POSSESSION OF SAID PROPERTY. THE GRANTORS AGREE TO GIVE TO THE GRANTEES WITHIN TWENTY DAYS A GUARANTEE OF TITLE FREE AND UNENCUMBERED, AND WITHOUT ANY EXCEPTIONS.

THE GRANTEE ACCEPTS THIS DEED WITH FULL KNOWLEDGE OF RESTRICTIVE COVENANTS CONTAINED IN DEED FROM RAYON CITY DEVELOPMENT CO. TO WINNIE M.BURRIS , OF RECORD IN BOOK 998, PAGE 340, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full this 12 day of Mar 1960

Attest: H.D.Powell D.C. DEPUTY REGISTER

W.E.Burris

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J.W. SHARP AND WIFE ONA SHARP. AND 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 AND OUR heirs and representatives, to warrant and forever defend the title to said real estate to said J.W.SHARP AND WIFE ONA SHARP AND 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.W. SHARP AND WIFE ONA SHARP,

do hereby transfer and convey unto NORMAN WILLIAMS , 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.