I, the said CLARENCE L. PRESTON, TRUSTEE, 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 $ 600.00 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.

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 therein, the same to bear interest from the date of such payment.

Now, if I, the said CLARENCE L. PRESTON, TRUSTEE, 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, 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 CLARENCE L. PRESTON, TRUSTEE 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 ELKIN GARFINKLE 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 JACOBS H. DOYBE

and CLARENCE L. PRESTON, TRUSTEE, hereunto set our hands

at NASHVILLE, Tennessee, this the 4TH day of DECEMBER, 19 40.

CLARENCE PRESTON, TRUSTEE
JACOBS H. DOYLE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, OSCAR E. NORTH, a Notary Public in and for said County and State, the within named JACOBS H. DOYLE, UNMARRIED MAN AND CLARENCE L. PRESTON, TRUSTEE

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 5TH day of DECEMBER 19 40.

My commission expires JULY 14, 1941 (Seal) OSCAR E. NORTH Notary Public.

STATE OF TENN - DAVIDSON COUNTY
PERSONALLY APPEARED BEFORE ME, NELL G. BURNS A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED JACOBS H. DOYLE THE BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT HE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENN, THIS 5 DAY OF NOVEMBER 1940.

(SEAL) NELL G. BURNS, NOTARY PUBLIC

COM. EXPIRES JULY 10, 1943
U.S.R.S. $1.10
REC'D FEB 7, 1941 AT 12:05 P.M.

NUMBER 53868, RECORDED FEB. 10, 1941. S. D. TURRENTINE, JR ET UX TO BEN S. JOHNSON, ET UX.

INSTALLMENT DEED

Book No. 1179

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND & NO/100 ($2,000.00) DOLLARS

of which FOUR HUNDRED & NO/100 ($400.00) DOLLARS has been paid in cash by BEN S. JOHNSON AND WIFE, KATHLYN L. JOHNSON, the receipt of which is hereby acknowledged, and for the remainder SIXTEEN HUNDRED & NO/100 ($1,600.00) DOLLARS the said BEN S. JOHNSON AND WIFE, KATHLYN L. JOHNSON HAVE HAVE EXECUTED THEIR FORTY (40) PROMISSORY LIEN NOTES (OF $15.00 EACH) OF EVEN DATE HEREWITH PAYABLE MONTHLY TO THE ORDER OF S. D. TURRENTINE, JR., THE FIRST OF SAID NOTES BEING DUE ONE MONTH AFTER DATE AND THE REMAINING NOTES MATURING CONSECUTIVELY ON THE SAME DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID IN FULL; AND FOR THE REMAINDER OF ONE THOUSAND & NO/100 DOLLARS AND THE SAID BEN S. JOHNSON AND WIFE, KATHLYN L. JOHNSON ASSUME ONE THOUSAND/NO/100 DOLLARS OF THE PRESENT INDEBTEDNESS DESCRIBED IN DEED OF TRUST, EUGENE PHILLIPS, TRUSTEE, OF RECORD IN BOOK 1087, PAGE 2, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, SAID BALANCE OF SAID INDEBTEDNESS BEING EXTENDED BY AGREEMENT WITH THE SAID EUGENE PHILLIPS, TRUSTEE, AND THE SAID BEN S. JOHNSON AND WIFE, KATHLYN L. JOHNSON.

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, S. D. TURRENTINE, JR. AND WIFE, NELL TURRENTINE,

have this day bargained and sold, and do hereby transfer and convey, unto the said BEN S. JOHNSON AND WIFE, KATHLYN L. JOHNSON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

TWO TRACTS OF LAND IN THE 6TH FORMERLY THE 8TH, CIVIL DISTRIDT OF DAVIDSON COUNTY, TENN. AS FOLLOWS:

TRACT 1: BEING PART OF LOT NO. 4 IN THE PARTITION OF THE LANDS OF JAMES S. WILLIAMS, DECEASED, AS OF RECORD IN M. BOOK 2, PAGE 99, COUNTY COURT FOR SAID COUNTY, TO-WIT: BEGINNING IN THE CENTER OF THE OWEN-WINSTEAD PIKE AT THE N. E. CORNER OF THE PROPERTY CONVEYED TO S. D. TURRENTINE, JR. BY DEED FROM S. D. TURRENTINE, SR. AND WIFE OF RECORD IN BOOK 785, PAGE 25, REGISTER'S OFFICE FOR SAID COUNTY; THENCE WITH SAID S. D. TURRENTINE, JR.,'S NORTHERLY LINE WESTWARDLY 250 FEET TO THE CENTER OF A CREEK; THENCE WITH THE CENTER OF SAID CREEK SOUTHWARDLY 100 FEET TO THE NORTHERLY LINE OF MRS. J. W. WALLER'S LAND; THENCE WITH HER NORTHERLY LINE N. 89¼ DEG. W. 39½ POLES, MORE OR LESS, TO A STONE IN CENTER OF AN AVENUE; THENCE WITH CENTER OF SAID AVENUE N. 3-3/4 DEGS. E. 144.5 FEET; THENCE S. 89¼ DEG. E. 54.86 POLES, MORE OR LESS, TO THE CENTER OF THE OWEN-WINSTEAD PIKE; THENCE WITH THE CENTER OF SAID PIKE S. 1 DEG. W. 44-5 FEET TO THE BEGINNING.

TRACT 2: BEGINNING IN THE CENTER OF OWEN-WINSTEAD ROAD AT THE S. E. CORNER OF 17.1 ACRES OF LAND CONVEYED TO S. D. TURRENTINE BY DEED FROM MARY E. BACON AND HUSBAND OF RECORD IN BOOK 350, PAGE 463, REGISTER'S OFFICE FOR SAID COUNTY, BEING THE N. E. CORNER OF THE PROPERTY OF MRS. J. W. WALLER; THENCE WITH THE CENTER OF SAID ROAD, NORTHERLY 100 FEET; THENCE WESTERLY 250 FEET, MORE OR LESS, TO THE CENTER OF A CREEK; THENCE SOUTHERLY WITH SAID CREEK 100 FEET, MORE OR LESS, TO MRS. WALLER'S LINE; THENCE EASTERLY WITH SAME 250 FEET TO BEGINNING. TRACT NO. 1 BEING SAME PROPERTY CONVEYED TO S. D. TURRENTINE, JR, BY DEED FROM S. D. TURRENTINE AND WIFE, OF RECORD IN BOOK 1082, PAGE 31, AND TRACT NO. 2, BEING THE SAME PROPERTY CONVEYED TO S.D. TURRENTINE, JR. BY DEED FROM S. D. TURRENTINE, SR. AND WIFE, OF RECORD IN BOOK 785, PAGE 25, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said BEN S. JOHNSON AND WIFE, KATHLYN L. JOHNSON, 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 AS HEREIN STATED. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said BEN S. JOHNSON AND WIFE, KATHLYN L. JOHNSON, 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 BEN S. JOHNSON AND WIFE, KATHLYN L. JOHNSON, do hereby transfer and convey unto C. C. ELLIS, 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.