WE , the said WALTER BROOKSBUTLER AND WIFEHAZEL BUTLER, , 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 $ 500.00 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 WALTER BROOKS BUTLER AND WIFEHAZEL BUTLER, , 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 MONTHLY INSTALLMENTS, 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, IF 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 WALTER BROOKS BUTLER & WIFE HAZEL 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 THOMAS OSBORN 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 PORTER VIRGIL HAMBLEN & WIFE GERTRUDE LUCILE HAMBLEN and WALTER BROOKS BUTLER AND WIFEHAZEL BUTLER, , hereunto set our hands at OLDHICKORY , Tennessee, this the 7TH day of SEPT. , 19 40.

PORTER VIRGIL HAMBLEN
GERTRUDE LUCILE HAMBLEN
WALTER BROOKS BUTLER,
HAZEL BUTLER,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, THOS.E. THOMPSON , a Notary Public in and for said County and State, the within named PORTER VIRGIL HAMBLEN AND WIFE GERTRUDE LUCILE HAMBLEN ,WATLER BROOKS BUTLER AND WIFE HAZEL BUTLER, 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 OLD HICKORY Nashville, Tennessee, this 7 day of SEPT. 19 40.

My commission expires APRIL 18, 1942.

(Seal) THOMAS E. THOMPSON
Notary Public.

U.S.R.S $1.10

RECEIVED FEBRUARY 24TH, 1941 AT 8;37 A.M.

INSTALLMENT DEED

Book No. 1179

FOR AND IN CONSIDERATION of the sum of ($8560.00) EIGHT THOUSAND FIVE HUNDRED & SIXTY DOLLARS of which FIFTEEN HUNDRED DOLLARS has been paid in cash by CHARLES B. BUCHANAN & WIFE BESSIE M.BUCHANAN the receipt of which is hereby acknowledged, and for the remainder SEVEN THOUSAND AND SIXTY DOLLARS the said CHARLES B. BUCHANAN AND WIFE BESSIE M.BUCHANAN HAVE THIS DAY EXECUTED THEIR JOINT ~~NOTE~~ INTEREST BEARING NOTE IN THE SUM OF ONE THOUSAND DOLLARS PAYABLE TO THE ORDER OF C.O. DU BOIS AND WIFE LURLINE DU BOIS AND DUE ON OR BEFORE FEBRUARY 20-1942 AND HAVE ASSUMED AND AGREED TO PAY A BALANCE OF SIX THOUSAND AND SIXTY DOLLARS EVIDENCED BY TWO MORTGAGE TRUSTS EXECUTED BY THE GRANTORS HEREIN FEBRUARY 1-1934 AND OF RECORD IN BOOK 941 PAGE 135 AND BOOK 941 PAGE 191 R.O.D.C. TENNESSEE.

OF 1000.00 ~~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, C.O.DUBOIS AND WIFE LURLINE DU BOIS

have this day bargained and sold, and do hereby transfer and convey, unto the said CHARLES B. BUCHANAN & WIFE BESSIE M.BUCHANAN THIS heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEGINNING AT A POINT IN THE CENTER OF HALL'S LANE THE SOUTHEAST CORNER OF THE DAVIS PLACE;THENCE RUNNING WITH THE EAST LINE OF SAID DAVIS PLACE, NORTH 1° 8' WEST 26.72 FEET TO A STONE, THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;THENCE WITH CRAYNER AND GRAY'S LINE, NORTH 87° 58' EAST 1705 FEET TO A HICKORY AND BUCKEYE ;THENCE SOUTH 2° 30' EAST 1497 FEET TO AN ASH AND SUGAR TREE;THENCE NORTH 86° 30' EAST 427 TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED BY W.A. JONES AND WIFE TO T.H. MCNISH BY DEED OF RECORD IN BOOK 466 PAGE 73 REGISTERS OFFICE FOR SAID COUNTY;THENCE SOUTH 3° WEST 749 FEET TO A STAKE BEING AT THE NORTHEAST CORNER OF LOT NO.2 ON THE PLAN OF LOTS LAID OFF FOR CHARLES O. DU BOIS;THENCE 71° WEST 153.7 FEET TO THE COMMON CORNER OF LOTS NOS.2 & 3 OF SAID PLAN;THENCE SOUTH 18° EAST WITH THE DIVIDING LINE BETWEEN SAID TWO LOTS,1043.5 FEET TO THE CENTER OF HALL'S LANE;THENCE WITH THE CENTER LINE OF SAID LANE NORTH 71° WEST 46 FEET, NORTH 70° WEST 1155 FEET, NORTH 70° 45' WEST 600 FEET, NORTH 70° 30' WEST 412 FEET TO THE POINT OF BEGINNING CONTAINING 122.86 ACRES MORE OR LESS.

BEING PART OF THE LAND CONVEYED TO THE GRANTOR HEREIN BY DEED OF W.W. [illegible] AND WIFE EXECUTED APRIL 7 1922 AND OF RECORD IN BOOK 583 PAGE 614 R.O.D. TENN. TO WHICH REFERENCE IS HERE MADE.

I declare that I am the true and lawful holder of the claim [illegible] and that the said claim is [illegible] and that the amount [illegible] is correct. Sworn to and subscribed before me this 25 day of June 1941 C.O. Dubois
E. McKinney DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CHARLES B. BUCHANAN & WIFE BESSIE M.BUCHANAN ,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 SET OUT

WE further covenant and bind OURSELVES AND OUR heirs and representatives, to warrant and forever defend the title to said real estate to said CHARLES B. BUCHANAN & WIFE BESSIE M.BUCHANAN,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 CHARLES B, BUCHANAN AND WIFE BESSIE M. BUCHANAN do hereby transfer and convey unto RICHARD S. WEST , 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.