WE , the said A. B. MACKEY AND WIFE, LYLA T. MACKEY , 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 $ - 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 A. B. MACKEY AND WIFE, LYLA T. MACKEY , 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 A. B. MACKEY AND HIS HEIRS 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 ALBERT H. THOMAS 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. NASHVILLE TRUST COMPANY, TRUSTEE AS AFORESAID, HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS, AND ITS CORPORATE SEAL TO BE AFFIXED

In Witness Whereof, We/the said and A. B. MACKEY AND WIFE, LYLA T. MACKEY , hereunto set our hands at NASHVILLE , Tennessee, this the 20TH day of FEBRUARY , 19 41.

(SEAL) NASHVILLE TRUST COMPANY, TRUSTEE
BY CHAS. NELSON, PRESIDENT

ATTEST: W. W. MCNEILLY
Secretary

A. B. MACKEY
LYLA T. MACKEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RUTH F. WILLIAMS , a Notary Public in and for said County and State, the within named A. B. MACKEY AND WIFE, LYLA T. MACKEY

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 X having appeared before me privately and apart from husband , the said , of the said X 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 10TH day of MARCH 19 41.

My commission expires OCT 23, 1943

(Seal) RUTH F. WILLIAMS
Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
PERSONALLY APPEARED BEFORE ME RUTH F. WILLIAMS A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, CHAS. NELSON AND W. W. MCNEILLY WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY, RESPECTIVELY, OF THE NASHVILLE TRUST COMPANY, THE BARGAINOR, A CORPORATION AND THAT THEY AS SUCH PRESIDENT AND SECRETARY, BEING AUTHORIZED SO TODO, EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF SAID CORPORATION, AS TRUSTEE, FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION, AS SUCH TRUSTEE, BY THESAID CHAS NELSON, AS PRESIDENT AND BY AFFIXING ITS CORPORATE SEAL AND ATTESTING THE SAME BY THE SAID W. W. MCLEILLY AS SUCH SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS THE 11TH DAY OF MARCH 1941.

(SEAL) RUTH F. WILLIAMS, NOTARY PUBLIC

MY COM. EXPIRES OCT 23, 1943.
U.S.R.S. $.6.60
REC'D MAR 12, 1941 AT 3;29 P.M.

INSTALLMENT DEED

Book No. 1179

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED SEVENTY-FIVE AND NO/100 ($275.00) DOLLARS

of which ONE HUNDRED TWENTY-FIVE AND NO/100 ($125.00) DOLLARS has been paid in cash by BELLINA HALE KIMBROUGH , the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED FIFTY AND NO/100 ($150.00) DOLLARS

the said BELLINA HALE KIMBROUGH

HAS EXECUTED HER PROMISSORY NOTE OF EVEN DATE, PAYABLE TO PEARL LEWIS BURTON AND LULA HAYNES, IN THE SUM OF $150.00, AND DUE EIGHTEEN MONTHS AFTER DATE, WITH INTEREST,

I declare that I am the true and lawful holder of the claim secured by the instrument within mentioned, and hereby acknowledge the satisfaction thereof and discharge the lien to secure the same in full. This 21 day of Dec 1943

Attest: [illegible]
COUNTY REGISTER

~~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, THE SAID PEARL LEWIS BURTON AND LULA HAYNES, INDIVIDUALLY, AND AS EXECUTRICES OF THE WILL OF MARY A. HALE, DECEASED,

have this day bargained and sold, and do hereby transfer and convey, unto the said BELLINA HALE KIMBROUGH, HER heirs and assigns, certain real estate in CIVIL DISTRICT NO. 1 OF Davidson County, Tennessee. as follows:

BEING LOT NO. 1 OF ENOCH HARWELL'S SUBDIVISION OF PART OF LOT NO. 12, CLIFTON PLAN, AS OF RECORD IN BOOK 161, PAGE 39, REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO. 1 FRONTS 50 FEET ON THE SOUTH SIDE OF WELLER STREET, OR INDIANA AVENUE, AND EXTENDS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY. BEING THE SAME PROPERTY CONVEYED TO E. W. HALE BY DEED FROM G. L. FLETCHER AND WIFE OF RECORD IN BOOK 684, PAGE 380, SAID REGISTER'S OFFICE. THE SAID E. W. HALE DIED INTESTATE IN DAVIDSON COUNTY, TENNESSEE, AUGUST 8, 1933, AND SAID PROPERTY WAS INHERITED BY HIS MOTHER (HIS SOUL HEIR AND NEXT OF KIN) , AND BY HER, THE SAID MARY A. HALE, DEVISED TO GRANTORS, PEARL LEWIS BURTON AND LULA HAYNES, BY WILL OF RECORD IN WILL BOOK 54, PAGE 478, OF THE OFFICE OF THE CLERK OF THE COUNTY COURT OF DAVIDSON COUNTY, TENNESSEE.

THE SAID BELLINA HALE KIMBROUGH IS THE WIDOW OF E. W. HALE, DECEASED, AND HAS A HOMESTEAD AND DOWER INTEREST IN THE LAND HEREIN CONVEYED.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said BELLINA HALE KIMBROUGH, HER 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 BELLINA HALE KIMBROUGH, HER 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 ME in hand paid I , the said BELLINA HALE KIMBROUGH

do hereby transfer and convey unto JAMES A. NEWMAN , 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.