I , the said JOHN A. HILL , 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 $ 1500. AND $1500. TORNADO INSURANCE 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 JOHN A. HILL , 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 JOHN A. HILL, HIS 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 CHAS. F. LOVELL, 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 JOHN H. FERRISS

and JOHN A. HILL , hereunto set our hands

at NASHVILLE , Tennessee, this the 31ST day of MARCH, , 19 41.

JOHN H. FERRISS

JOHN A. HILL

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ALMA HILL , a Notary Public in and for said County and State, the within named JOHN H. FERRISS, UNMARRIED AND JOHN A. HILL, UNMARRIED,

the bargainors , 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 X husband , the said X , 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 3RD day of APRIL, 19 41.

My commission expires OCT. 5 - 1941.

(Seal) ALMA HILL

Notary Public.

U.S.R.S. $1.10

RECEIVED APRIL 3, 1941, AT 2:46 P.M.

P.M.E. JR.

INSTALLMENT DEED

Book No. 1179

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND AND NO/100 DOLLARS

of which TWO HUNDRED AND NO/100 DOLLARS has been paid in cash by

J.A.EARHEART AND WIFE, EVA MAI EARHEART, , the receipt of which is hereby acknowledged, and for the remainder

EIGHTEEN HUNDRED AND NO/100 DOLLARS

the said J.A.EARHEART AND WIFE, EVA MAI EARHEART,

HAVE EXECUTED THEIR PROMISSORY NOTE OF EVEN DATE HEREWITH, IN SAID SUM OF $1800.00, WHICH TOGETHER WITH INTEREST AT THE RATE OF FIVE PER CENT PER ANNUM IS PAYABLE IN 180 EQUAL MONTHLY INSTALMENTS ON THE FIRST DAY OF EACH CALENDAR MONTH, BEGINNING ON THE FIRST DAY OF MAY, 1941, EACH FOR THE SUM OF $14.24, AND EACH OF SAID INSTALMENTS INCLUDING: (A) INTEREST CALCULATED ON THE MONTHLY DECREASING BALANCE OF SAID PRINCIPAL SUM, AFTER THE PAYMENT OF EACH OF THE SAID MONTHLY INSTALMENTS; AND,
(B) A PAYMENT ON ACCOUNT OF AMORTIZATION OF THE PRINCIPAL OF SAID LOAN.
THE UNDERSIGNED SHALL HAVE THE PRIVILEGE OF PAYING ANY AMOUNT DESIRED UPON THE PRINCIPAL OF THIS INDEBTEDNESS AT ANY INSTALMENT PAYING DATE WHICH PAYMENT SHALL BE APPLIED UPON THE LAST MATURING INSTALMENT, OR INSTALMENTS. SAID PAYMENTS SHALL BE IN ADDITION TO THE REGULAR MONTHLY INSTALMENTS OF PRINCIPAL AND INTEREST.

Clare that I am the true and lawful holder of the claim secured by the ... in recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 3 day of Dec 1954

Attest: T.B. Wilson DEPUTY REGISTER — Life & Casualty Ins. Co. of Tenn. by J.A. Earheart Asst Treas

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 LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE,

have this day bargained and sold, and do hereby transfer and convey, unto the said J.A. EARHEART AND WIFE, EVA MAI EARHEART, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS. 51 AND 52 IN TREVECCA SUBDIVISION OF RENRAW, A PLAN OF WHICH SUBDIVISION IS OF RECORD IN BOOK NO.421, PAGES 72 AND 73, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID LOTS FRONT ON THE SOUTHERLY SIDE OF WEST CAHAL AVENUE 50 FEET EACH AND RUN BACK IN A SOUTHWARDLY DIRECTION 150 FEET BETWEEN PARALLEL LINES TO A 15 FOOT ALLEY.

BEING THE SAME PROPERTY CONVEYED BY BRACK MCCLAIN AND WIFE MARY IDELLA MCCLAIN TO LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE BY DEED DATED APRIL 26, 1934, AND RECORDED IN BOOK NO. 919, PAGE 406, SAID REGISTERS OFFICE.

INSURANCE PREMIUMS TO BE PRO RATED AS OF DATE OF THIS DEED.

ALL TAXES FOR 1941 TO BE ASSUMED AND PAID BY GRANTEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J.A.EARHEART AND WIFE, EVA MAI EARHEART, 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, OUR SUCCESSORS ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said J.A.EARHEART AND WIFE, EVA MAI EARHEART, 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.A.EARHEART AND WIFE, EVA MAI EARHEART,

do hereby transfer and convey unto P.M.ESTES, JR., , 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.