WE , the said WILLIAM H.CLAYTON AND WIFE, ARTIE ANN CLAYTON, , 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 $ 750.00 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 WILLIAM H.CLAYTON AND WIFE, ARTIE ANN CLAYTON, , 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 WILLIAM H.CLAYTON AND WIFE, ARTIE ANN CLAYTON, 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 RUFUS GANN, 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 COMMERCE UNION BANK AND CHARLES F.LOVELL, AS EXECUTORS OF THE ESTATE OF GEORGE T. FINEGAN, DECEASED, and WILLIAM H. CLAYTON AND WIFE, ARTIE ANN CLAYTON, , hereunto set our hands at NASHVILLE, , Tennessee, this the 1ST day of APRIL, , 1941.

(SEAL) COMMERCE UNION BANK,
BY: J.H.TIDMAN, TRUST OFFICER.

ATTEST:
C.D.RIPPY,
ASSISTANT TRUST OFFICER.

CHARLES F.LOVELL,
AS EXECUTORS OF THE ESTATE OF GEORGE T.FINEGAN, DECEASED.

WILLIAM H.CLAYTON
ARTIE ANN CLAYTON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, D.R.MYERS, a Notary Public in and for said County and State, the within named WILLIAM H.CLAYTON AND WIFE, ARTIE ANN CLAYTON, 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 1ST day of APRIL, 1941.

My commission expires APRIL 26, 1941.

(Seal) D.R.MYERS,
Notary Public.

STATE OF TENNESSEE,
COUNTY OF DAVIDSON.

ON THIS 1ST DAY OF APRIL, 1941, BEFORE ME, B.M.SMOTHERMAN, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, APPEARED J.H.TIDMAN AND C.D.RIPPY TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT THEY ARE TRUST OFFICER AND ASST.TRUST OFFICER, RESPECTIVELY, OF THE COMMERCE UNION BANK, A CORPORATION, AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION AS EXECUTORS BY AUTHORITY OF ITS BOARD OF DIRECTORS AND THE SAID J.H.TIDMAN AND C.D.RIPPY, ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE IN NASHVILLE, TENNESSEE, ON THIS THE DAY AND DATE AFORESAID. MY COMMISSION EXPIRES JULY 14, 1941. (SEAL) B.M.SMOTHERMAN, NOTARY PUBLIC.

STATE OF TENNESSEE)
DAVIDSON COUNTY.)

PERSONALLY APPEARED BEFORE ME, ALMA HILL, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED CHARLES F.LOVELL, AS EXECUTOR OF THE ESTATE OF GEORGE T.FINEGAN, DECEASED, 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, THIS 1ST DAY OF APRIL, 1941.

(SEAL) ALMA HILL,
NOTARY PUBLIC.

COMMISSION EXPIRES OCT. 5, 1941.

U.S.R.S. $1.10
RECD APRIL 14, 1941 AT 12:23 P M

INSTALLMENT DEED

Book No. 1179

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED AND 00/100 ($400.00) DOLLARS of which FIFTY AND 00/100 ($50.00) DOLLARS has been paid in cash by BEN DICKERSON AND WIFE, NORA DICKERSON, , the receipt of which is hereby acknowledged, and for the remainder THREE HUNDRED FIFTY AND 00/100 ($350.00) DOLLARS the said BEN DICKERSON AND WIFE, NORA DICKERSON,

HAVE EXECUTED THEIR THIRTY-FIVE (35) PROMISSORY NOTES OF EVEN DATE HEREWITH IN THE AMOUNT OF TEN ($10.00) DOLLARS EACH, WITH INTEREST AT 6% ADDED TO THE FACE OF EACH NOTE, THE FIRST OF SAID NOTES BECOMING DUE MAY 12, 1941 AND MONTHLY THEREAFTER.

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BOOK NO 2033 PAGE NO. 332
R.O.D.C., TENN.

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, W.M.JACKSON AND WIFE, MINNIE JACKSON,

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

BEING LOTS NOS. 61 AND 62 IN J.B.DAVIS' SUBDIVISION IN THE OLD 13TH CIVIL DISTRICT OF DAVIDSON COUNTY, NOW THE 24TH WARD OF NASHVILLE, TENNESSEE, (NOW THE 11TH WARD) FRONTING EACH TWENTY-FIVE (25) FEET ON HERMAN STREET AND RUNNING BACK BETWEEN PARALLEL LINES ONE HUNDRED AND FIFTY (150) BEET TO AN ALLEY, A PLAN OF WHICH IS RECORDED IN BOOK 57, PAGE 96, R.O.D.C.TENNESSEE. SAID PROPERTY IS THE SAME THAT WAS CONVEYED TO THOMAS BRAMLETT, (FATHER OF CONVEYORS HEREIN) BY DEED OF LOUISA BRAMLETT, AS RECORDED IN BOOK 277, PAGES 45 AND 46, R.O.D.C. SAME BEING OF RECORD IN BOOK NO. 496, PAGE 219, REGISTERS OFFICE, DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said BEN DICKERSON, AND WIFE, NORA DICKERSON, 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 BEN DICKERSON AND WIFE, NORA DICKERSON, 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 DICKERSON AND WIFE, NORA DICKERSON, do hereby transfer and convey unto WILLIAM NOEL, , 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.