WITH , the said L.A.GILLEM JR , 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 $- INSURABLE AMOUNT 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 L.A.GILLEM JR. , 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 F 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 L.A.GILLEM JR. 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 WILLIAM O. LEE 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 MARY F. FINN AND HUSBAND A.D.FINN,

and L.A. GILLEM JR., , hereunto set our hands

at NASHVILLE , Tennessee, this the 26TH day of OCTOBER , 1940.

MARY F. FINN

A.D.FINN

L.A. GILLEM JR.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WADE SAIN , a Notary Public in and for said County and State, the within named MARY F.FINN AND HUSBAND A.D.FINN AND L.A.GILLEM JR.

the bargainor - , with whom I am personally acquainted, and who acknowledged that-- 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 26 day of OCTOBER 19 40

My commission expires APRIL 6,1944

U.S.R.S $.55¢ (Seal) WADE SAIN

Notary Public.

RECEIVED MAY 12TH,1941 AT 9;12 A.M.

INSTALLMENT DEED

Book No. 1191

FOR AND IN CONSIDERATION of the sum of SIX HUNDRED FIFTY & 00/100 ($650.00) DOLLARS

of which TWENTY SIX & 00/100 ($26.00) DOLLARS has been paid in cash by A. C. DUNKLEBERGER AND WIFE PAULINE S. DUNKLEBERGER, the receipt of which is hereby acknowledged, and for the remainder SIX HUNDRED TWENTY F OUR & 00/100 ($624.00) DOLLARS the said A. C. DUNKLEBERGER AND W IFE PAULINE S. DUNKLEBERGER HAVE EXECUTED AND D ELIVERED THEIR 49 LIEN PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF ANNA MARY BRANSFORD AND W. E. ALTHAUSER, THE F IRST OF SAID NOTES BEING FOR THE SUM OF $11.12 AND E ACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT FOUR CENTS LESS THAN THE PRECEDING NOTE EXCEPT THE LAST ONE WHICH IS FOR THE SUM OF $241.20, AND THE FIRST OF SAID NOTES FALLING DUE JUNE 1, 1941, AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE, AND NONE OF SAID NOTES BEARING INT EREST, E XCEPT AFTER MATURITY, T HE INTEREST BEING COMPUTED AND ADDED INTO THE FACE OF EACH NOTE,-

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, ANNA MARY BRANSFORD AND HUSBAND JOHNSON BRANSFORD, AND W. E. ALTHAUSER AND WIFE GLADYS T. ALTHAUSER, have this day bargained and sold, and do hereby transfer and convey, unto the said A. C.DUNKLEBERGER AND WIFE PAULINE S. DUNKLEBERGER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 14 AS SHOWN ON MAP OF RE-SUBDIVISION OF LOTS NOS. 2 TO 6 OF A SUB-DIVISION OF LOT NO. 27 AND PART OF LOT NO. 29 OF DIXIE PURE FOOD SUBDIVISION, AT AMQUI, OF RECORD IN BOOK 843, PAGE 66, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO. 14 FRONTS 100 FEET ON THE EAST SIDE OF PIERCE AVENUE AND EXTENDS BACK IN AN E ASTERLY DIRECTION BETWEEN LINES 607 FEET ON ITS NORTHERLY MARGIN AND 634 FEET ON ITS SOUTHERLY MARGIN TO A DEAD LINE, MEASURING 100 FEET THEREON, BEING THE SAME PROPERTY CONVEYED TO W. E. ALTHAUSER AND ANNA MARY BRANSFORD (A ONE-HALF UNDIVIDED INTEREST TO EACH) BY DEED FROM WARD N. BAKER AND WIFE ELLA O. BAKER, RECORDED IN BOOK 1126, PAGE 387, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT IS CONVEYED TO SAID A. C.DUNKLEBERGER ANDWIFE PAULINE S. DUNKLEBERGER, THEIR HEIRS AND ASSIGNS, SUBJECT TO THE CONDITIONS, LIMITATIONS AND RESTRICTIONS REGARDING SAID LOT AS ARE SET OUT IN DEED TO WARD N. BAKER AND WIFE FROM W. E. ALTHAUSER ET ALS, RECORDED IN BOOK 1019, PAGE 609, R.O.D.C. TENNESSEE,- AND IT IS ALSO UNDERSTOOD AND A GREED BY AND B ETWEEN SAID A. C. DUNKLEBERGER AND WIFE PAULINE S. DUNKLEBERGER, AND ANNA MARY BRANSFORD AND W. E. ALTHAUSER, THAT NO R ESIDENCE OR OTHER STRUCTURE SHALL BE ERECTED OR MAINTAINED ON SAID LOT NO. 14 COSTING LESS THAN $2000.00, AND SHALL NOT BE CLOSER TO PIERCE AVENUE THAN THE HOUSE LOCATED ON LOT NO. 15 IN SAID SUBDIVISION, ADJOINING SAID LOT NO. 14.

I declare that I am the true and lawful holder of the claim secured by this instrument and that the same is just and unpaid. Aug 11 1941 Witness

Witness my hand and official seal at office in Nashville, Tennessee, this the 12th day of May 1941.

Attest: Frank W. Cooper COUNTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said A. C. DUNKLEBERGER AND WIFE PAULINE S. DUNKLEBERGER, T HEIR 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 BY TAXES FOR THE YEAR 1941, 2/3 OF WHICH THE PURCHASERS ASSUME AND AGREE TO PAY. WE further covenant and bind WE ARE- A. C. DUNKLEBERGER AND WIFE PAULINE S. DUNKLEBERGER, THEIR heirs and representatives, to warrant and forever defend the title to said real estate to said 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 A. C. DUNKLEBERGER AND WIFE PAULINE S. DUNKLEBERGER, do hereby transfer and convey unto JOHN W. NOLAN , 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.