WE , the said CHRIS C. BERRY AND WIFE, BEATRICE M. BERRY , 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 $ 2,000.00 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 CHRIS C. BERRY AND WIFE, BEATRICE M. BERRY , 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. OR WITHIN 60 DAYS THEREAFTER

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 CHRIS C. BERRY AND WIFE, BEATRICE M. BERRY, 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 W. M. WHITE 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 THOMAS F. ATNIP AND WIFE, LOUISE G. ATNIP

and CHRIS C. BERRY AND WIFE, BEATRICE M. BERRY , hereunto set our hands

at NASHVILLE , Tennessee, this the 18TH day of AUGUST , 19 41.

THOMAS F. ATNIP
LOUISE G. ATNIP
CHRIS C. BERRY
BEATRICE M. BERRY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MISS ALLIE TATE , a Notary Public in and for said County and State, the within named THOMAS F. ATNIP AND WIFE, LOUISE G. ATNIP

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 , 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 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 18TH day of AUGUST 19 41.

My commission expires JANUARY 30, 1943 (Seal) MISS ALLIE TATE
Notary Public.

QUALIFIED IN DAVIDSON COUNTY COURT, NOTARY BOND BOOK 15, PAGE 37 UNDER CHARTER 193, PUBLIC ACTS 1935.
STATE OF TENNESSEE - COUNTY OF DAVIDSON
PERSONALLY APPEARED BEFORE ME, MISS ALLIE TATE A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED CHRIS C. BERRY AND WIFE, BEATRICE M. BERRY, THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 18TH DAY OF AUGUST 1941
(SEAL) MISS ALLIE TATE, NOTARY PUBLIC
COM. EXPIRES JANUARY 30, 1943
QUALIFIED IN DAVIDSON COUNTY COURT NOTARY BOND BOOK 15, PAGE 37 UNDER CHAPTER 193, PUBLIC ACTS 1935.
U.S.R.S. $3.30
REC'D AUG 18, 1941 AT 10;25 A.M.

H. KAI HOWSE ET UX,
TO
THOMAS JACKSON,

NUMBER 64987 RECORDED AUGUST 18TH, 1941

59194 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1212

FOR AND IN CONSIDERATION of the sum of SEVEN THOUSAND, FIVE HUNDRED AND NO/100 ($7,500.00) DOLLARS of which TWO THOUSAND AND NO/100 DOLLARS has been paid in cash by THOMAS JACKSON , the receipt of which is hereby acknowledged, and for the remainder FIVE THOUSAND, FIVE HUNDRED AND NO/100 ($5,500.00) DOLLARS the said THOMAS JACKSON AND WIFE MILDRED FRANCES JACKSON HAVE EXECUTED THEIR NEGOTIABLE PROMISSORY NOTE OF EVENDATE HEREWITH, PAYABLE TO THE ORDER OF H.KAI HOWSE AND WIFE ANNIE HILL HOWSE, BEARING 6% INTEREST PER ANNUM, FROM DATE, AND PAYABLE ON OR BEFORE TWELVE (12) MONTHS FROM DATE.

$3600.00 on this note

I declare that I am the true and lawful holder of the claim secured by the within mortgage and have received full satisfaction thereof and discharge the same in full. This 30 day of Aug 1941
H. Kai Howse
Attest: M. Whitt DEPUTY 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, H.KAI HOWSE AND WIFE ANNIE HILL HOWSE have this day bargained and sold, and do hereby transfer and convey, unto the said THOMAS JACKSON HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: LYING AND BEING IN THE 12TH FORMERLY THE 21ST CIVIL DISTRICT OF SAID COUNTY, ABOUT SIX MILES NORTH OF THE CITY OF NASHVILLE, ON THE BRICK CHURCH PIKE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;
BEGINNING AT AN IRON PIN IN THE CENTER OF THE BRICK CHURCH PIKE, BEING THE NORTHWEST CORNER OF THE TRACT CONVEYED TO W.B. DENNY AND JONOTHAN DENNY BY W.L.WHITTAKER, BY DEED OF RECORD IN BOOK NO.560, PAGE 219, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, THENCE WITH THE CENTER OF SAID PIKE N.32 DEG. E. 150 FEET, TO A POINT IN THE CENTER OF SAID PIKE; THENCE CONTINUING WITH THE CENTER LINE OF SAID PIKE, N.28 DEG. E. 400 FEET TO A POINT, N.27 DEG. E. 440 FT. TO A POINT AND N.18 DEG. E.305 FT. TO A POINT; THENCE LEAVING SAID PIKE S. 87 DEG. E. 1249 FT. TO A POST; THENCE N.2.DEG. 45' E.457 FT. TO A FENCE CORNER IN THE EAST LINE OF THE TRACT CONVEYED TO JOHN W. WALKER UNDER DEED OF RECORD IN BOOK NO.464, PAGE 655, OF SAID REGISTER'S OFFICE , THE SOUTHWEST CORNER OF THE TRACT CONVEYED TO LANIER BY CRUTCHER BY DEED OF RECORD IN BOOK NO.15 P. 556, SAID REGISTER'S OFFICE; THENCE S.78 DEG. E. 1877 FT. TO A STONE, THE SOUTHEAST CORNER OF SAID TRACT CONVEYED TO LANIER BY CRUTCHER; THENCE S. 35 DEG. E. 225 FT, TO ANOTHER STONE IN EATON'S FORMERLY HINTON'S WEST LINE; THENCE WITH SAID LINE S.2. DEG. 45' W. 1083 FT. TO A WALNUT; THENCE N.88 DEG. 15' W.1516 FT TO A POINT IN WHITLOCK'S LINE, FORMERLY DENNY'S AND BEING 341 FT. EAST OF THE LINE BETWEEN WHITLOCK AND WILEY DENNY; THENCE N.59 DEG.W.15 FT. TO A POINT; THENCE N.88 DEG. 45' W. 2216 FT. TO THE POINT OF BEGINNING, CONTAINING 103.69 ACRES.
ALSO ALL OF GRANTOR'S RIGHT TITLE AND INTEREST IN AND TO A STRIP 05 FEET WIDE LYING IMMEDIATELY SOUTH OF THE ABOVE DESCRIBED LANDS, AND NOW BEING USED AS A FARM ROAD BEGINNING IN THE CENTER OF THE BRICK CHURCH PIKE AT THE POINT OF BEGINNING OF THE ABOVE DESCRIBED LANDS; THENCE S. 32 DEG. W.15 FT .TO A POINT IN THE CENTER OF SAID PIKE; THENCE S.88 DEG. 45' E. 2216 FT. MORE OR LESS, TO THE END OF SAID ROAD, A POINT IN WHITLOCK'S FORMERLY DENNY'S LINE THENCE N. 59 DEG. W. 15 FT. TO A POINT ;THENCE WITH THE SOUTH LINE OF THE ABOVE DESCRIBED LANDS N.88 DEG. 45' W. 2216 FT. TO THE POINT OF BEGINNING, ALL ACCORDING TO A SURVEY MADE BY Z.J. WILKINSON , SURVEYOR, DATED OCTOBER 19, 1937, AND BEING THE SAME PROPERTY CONVEYED TO H. KAI HOWSE, AND WIFE BY DEED FROM THE GUARANTY MORTGAGE & LOAN COMPANY, AS OF RECORD IN BOOK 1055, PAGE 129, REGISTER'S OFFICE FOR SAID COUNTY.
ONLY THE RIGHT TITLE AND INTEREST OF GRANTORS INNAND TO SAID FARM ROAD IS TRANSFERRED AND CONVEYED HEREBY AND THE COVENANTS AND WARRANTIES OF THIS DEED ARE NOT APPLICABLE THERETO.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said THOMAS JACKSON HIS 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 FOR 1941 TAXES WHICH WE AGREE TO PAY

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said THOMAS JACKSON HIS heirs and assigns, against the lawful claims of all persons. POSSESSION TO BE GIVEN ON SEPTEMBER 1, 1941

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 THOMAS JACKSON AND WIFE MILDRED FRANCIS JACKSON

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.