WE, , the said E.E.TOMLINSON AND WIFE MARTHA S. TOMLINSON , 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 VALUE 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 E.E.TOMLINSON AND WIFE MARTHA S. TOMLINSON , 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 E.E.TOMLINSON AND WIFE MARTHA S.TOMLINSON 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 LITTELL RUST, 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 E.E.TOMLINSON AND WIFE MARTHA S. TOMLINSON

and , hereunto set our hands

at MADISON , Tennessee, this the 14TH day of AUGUST , 19 41.

E.E.TOMLINSON

MARTHA S. TOMLINSON

(SEAL)- IN WITHESS WHEREOF MADISON BANK & TRUST COMPANY HAS CAUSED ITS NAME TO BE SIGNED BY ITS PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS CASHIER, ON THIS THE 14TH DAY OF AUGUST 1941 .

ATTEST; (SEAL) MADISON BANK & TRUST COMPANY

V.H.ELLIS ,CASHIER E.R. DOOLITTLE, PRESIDENT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JACK OAKLEY , a Notary Public in and for said County and State, the within named E.E.TOMLINSON AND WIFE MARTHA S. TOMLINSON

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 30TH day of AUGUST 1941 .

My commission expires MAY 17, 1942.

(Seal) JACK OAKLEY

Notary Public.

STATE OF TENNESSEE. COUNTY OF DAVIDSON

BEFORE ME JACK OAKLEY A NOTARY PUBLIC WITHIN AND FOR THE STATE AND COUNTY, AFORESAID PERSONALLY APPEARED E.R. DOOLITTLE, AND V.H.ELLIS, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON THEIR SEVERAL OATHS ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND CASHIER RESPECTIVELY OF THE MADISON BANK & TRUST COMPANY THE WITHIN NAMED BARGAINOR A CORPORATION AND THAT THEY AS SUCH PRESIDENT AND CASHIER BEING AUTHORIZED SO TO DO , EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY THE SAID E.R. DOOLITTE AS SUCH PRESIDENT AND ATTESTING THE SAME BY THE SAID V.H. ELLIS, AS SUCH CASHIER, WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE AT MADISON TENNESSEE. ON THIS THE 30 DAY OF AUGUST 1941. (SEAL) JACK OAKLEY

NOTARY PUBLIC

MY COMMISSION EXPIRES MAY 17,1942.

U.S.R.S. $ 2.20

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

NUMBER 66376, RECORDED SEPT. 10TH,1941

INSTALLMENT DEED

Book No. 1212

FOR AND IN CONSIDERATION of the sum of ($1,700.00) ONE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS of which THIRTY AND NO/100 ($30.00) DOLLARS has been paid in cash by RAY BROWN AND WIFE VIRGINIA TUCKER BROWN , the receipt of which is hereby acknowledged, and for the remainder ($1,670.00) ONE THOUSAND SIX HUNDRED SEVENTY AND NO/100 DOLLARS the said RAY BROWN AND WIFE VIRGINIA TUCKER BROWN HAVE EXECUTED THEIR 112 PROMISSORY NOTES OF EVEN DATE HEREWITH THE FIRST 111 NOTES ARE IN THE PRINCIPAL SUM OF $15.00 EACH AND THE 112TH AND LAST NOTE IS IN THE PRINCIPAL SUM OF $5.00 ALL PAYABLE TO THE ORDER OF L.F. SCARBORO.THE FIRST ONE OF SAID NOTES FALLS DUE ON THE 2ND DAY OF OCTOBER 1941 AND ONE OF SAID NOTES FALLS DUE ON THE 2ND DAY OF EACH SUCCEEDING MONTHS THEREAFTER UNTIL ALL OF SAID NOTES ARE PAID IN FULL TOGETHER WITH THEIR INTEREST, WHICH INTEREST HAS BEEN COMPUTED AND ADDED TO THE FACE OF EACH NOTE; MAKING THE FIRST NOTE FOR THE SUM OF $23.33 AND DECREASING THEREAFTER EACH MONTH ALTERNATELY 7 CENTS ONE MONTH AND 8 CENTS NEXT MONTH UNTIL THE 111TH NOTE WHICH IS IN THE SUM OF $15.07 AND THE 112TH AND LAST NOTE WHICH IS IN THE SUM OF $5.03

MATURITY

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. L.F.SCARBORO AND WIFE VIRGINIA SCARBORO have this day bargained and sold, and do hereby transfer and convey, unto the said RAY BROWN AND WIFE VIRGINIA TUCKER BROWN THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LYING AND BEIN DAVIDSON COUNTY, TENNESSEE. BEING LOT NO.41 ON THE PLAN OF HAYNIE'S CENTRAL PARK AS OF RECORD IN BOOK 161, PAGE 117, OF THE REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.41 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF GREENWOOD STREET, AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

BEING PART OF THE SAME PROPERTY CONVEYED TO THE SAID L.F.SCARBORO BY DEED FROM MRS. EMMA KIMMERBALL, OF RECORD IN BOOK 541, PAGE 332, SAID REGISTER'S OFFICE.

THE GRANTORS L.F. SCARBORO AND VIRGINIA SCARBORO AGREE TO PAY ALL TAXES FOR THE YEAR 1941.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge the lien to secure the same in full. This 5 day of Sept 1941

Witness

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said RAY BROWN AND WIFE VIRGINIA BROWN 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 heirs and representatives, to warrant and forever defend the title to said real estate to said RAY BROWN AND VIRGINIA TUCKER BROWN 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 RAY BROWN AND VIRGINIA TUCKER BROWN do hereby transfer and convey unto W. HOLLAND LARKINS, , 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.