WE, the said BENTON CALLIS AND WIFE EFFIE NICHOLS CALLIS, do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire AND WIND STORM insurance company or companies for at least the sum of $ SATISFACTORY TO SAID COMPANY 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 BENTON CALLIS AND WIFE EFFIE NICHOLS CALLIS, 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 BENTON CALLIS AND WIFE EFFIE NICHOLS CALLIS, THEIR representatives or assigns.

IT IS AGREED THAT IF SAID PROPERTY IS SOLD UNDER THIS INSTRUMENT WE OR ANY PERSON HOLDING HEREUNDER, AND SHALL BE REMOVED BY WRIT OF UNLAWFUL DETAINER AT ANY TIME AFTER DEMAND FOR POSSESSION IS MADE.

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 P. M. ESTES, JR 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 LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE and BENTON CALLIS AND WIFE EFFIE NICHOLS CALLIS, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of OCTOBER 19 41.

(SEAL) LIFE & CASUALTY INSURAMCE COMPANY OF TENNESSEE

ATTEST: E. R. DERRYBERRY
SECRETARY

BY: C. M. HERRON, VICE PRESIDENT

BENTON CALLIS

EFFIE NICHOLS CALLIS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, A. G. HOLLOWAY, a Notary Public in and for said County and State, the within named BENTON CALLIS AND WIFE EFFIE NICHOLS CALLIS 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 X, of the said having appeared before me privately and apart from husband, the said X X, 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 10TH day of OCTOBER 19 41.

My commission expires JULY 11TH 1945

(Seal) A. G. HOLLOWAY
Notary Public.

STATE OF TENNESSEE - COUNTY OF DAVIDSON

BEFORE ME, MRS. ELIZABETH GENTRY A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED C. M. HERRON AND E. R. DERRYBERRY WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ON OATH ACKNOWLEDGED THEMSELVES TO BE THE VICE PRESIDENT AND SECRETARY OF THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, INCORPORATED, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH VICE PRESIDENT AND SECRETARY BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAMEOF THE CORPORATION BY C. M. HERRON AS VICE PRESIDENT, AND ATTESTING THE SAME BY E. R. DERRYBERRY AS SECRETARY. WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE, IN NASHVILLE, TENNESSEE, THE 14TH DAY OF OCTOBER 1941.

(SEAL) MRS. ELIZABETH GENTRY, NOTARY PUBLIC

JULY 8, 1945

U.S.R.S. $1.10

REC'D OCT 17, 1941 AT 10;36 A.M.

NUMNER 68976 RECORDED OCT 18,1941

JAMES E. WELLS, ET UX
TO
J. W. ALLEN

V. 1212 P.

INSTALLMENT DEED

Book No. 1212

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED AND TWENTY AND NO/100 ($420.00) DOLLARS of which ONE HUNDRED AND NO/100 ($100.00) - - - - - - - DOLLARS has been paid in cash by J. W. ALLEN AND WIFE, LELA R. ALLEN, the receipt of which is hereby acknowledged, and for the remainder THREE HUNDRED AND TWENTY AND NO/100 ($320.00) - - - - - - - DOLLARS the said J. W. ALLEN AND WIFE, LELA R. ALLEN HAS EXECUTED ONE NOTE OF $200.00 PAYABLE JANUARY 1, 1942 AND TWELVE NOTES OF $10.00 EACH DUE MONTHLY BEGINNING FEBRUARY 1, 1942, ALL OF SAID NOTES OF EVEN DATE HEREWITH AND PAYABLE TO THE ORDER OF JAMES E. WELLS AND MARJORIE A. WELLS;

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, JAMES E. WELLS AND WIFE, MARJORIE A. WELLS

have this day bargained and sold, and do hereby transfer and convey, unto the said J. W. ALLEN AND WIFE LELA R. ALLEN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND SITUATED IN THE 11TH FORMERLY THE 18TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING ALL OF LOT NO. 23 IN SECTION "D" IN BROADMOOR, AND BEING A PART OF THE TRACT OF 28.35 ACRES CONVEYED BY THE DEED OF MAGGIE L. MEGUAIR ETALS TO THE GRANTORS HEREIN BY DEED OF RECORD IN BOOK 723, PAGE 616, IN THE REGISTER'S OFFICE OF SAID COUNTY, TO WHICH REFERENCE IS HERE MADE. SAID TRACT HAS BEEN SUBDIVIDED AND A PLAT OF SAID SUBDIVISION IF OF RECORD IN BOOK 547 PAGES 161 AND 162, IN SAID REGISTER'S OFFICE, TO WHICH REFERENCE IS HERE MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY; AND BEING THE SAME PROPERTY CONVEYED TO THE UNDERSIGNED JAMES E. WELLS AND WIFE MARJORIE A. WELLS BY DEED FROM CITIZENS REALTY COMPANY, RECORDED IN BOOK 737, PAGE 476 IN SAID REGISTER'S OFFICE.

THE FOUR STIPULATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS, AS SET OUT IN DEED TO JAMES E. WELLS AND WIFE, MARJORIE A. WELLS, FROM CITIZENS REALTY COMPANY OF RECORD IN BOOK 737 PAGE 476 IN SAID REGISTER'S OFFICE, IS HEREBY MADE A PART OF THIS DEED AND SHALL BE BINDING AND OBLIGATORY UPON AND SHALL BE OBSERVED BY THE SAID J. W. ALLEN, HIS HEIRS AND ASSIGNS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J. W. ALLEN AND WIFE, LELA R. ALLEN, 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.

EXCEPT TAXES FOR 1941 WHICH ARE TO BE ASSUMED BY THE PURCHASER. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said J. W. ALLEN AND WIFE, LELA R. ALLEN, 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 - in hand paid I, the said J. W. ALLEN AND WIFE, LELA R. ALLEN do hereby transfer and convey unto D. P. WRENNE, 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.

1 P