WE , the said MARY A. COLLEY AND HUSBAND, WILLIAM HUBERT COLLEY , 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 $ - 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 MARY A. COLLEY AND HUSBAND, WILLIAM HUBERT COLLEY , 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, IF 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 MARY A. COLLEY, HER 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 CLARENCE COLLEY 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 C. K. COLLEY AND WIFE, MARY C. COLLEY

and MARY A. COLLEY AND HUSBAND, WILLIAM HUBERT COLLEY , hereunto set our hands

at NASHVILLE , Tennessee, this the 11TH day of DECEMBER , 19 41 .

C. K. COLLEY
MARY A. COLLEY -MARY C. COLLEY
WILLIAM HUBERT COLLEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within named C. K. COLLEY AND WIFE, MARY C. COLLEY AND MARY A. COLLEY AND HUSBAND WILLIAM HUBERT COLLEY 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 X , 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 9 day of DECEMBER 19 41 .

My commission expires 4-4-42

(Seal) HELEN GRIMES
Notary Public.

U.S.R.S. $1.10
REC'D DEC 13, 1941 AT 10;36 A.M.

SUPC MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1227

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND AND NO/100 ($3,000.00) DOLLARS

of which TWENTY AND NO/100 ($20.00) DOLLARS has been paid in cash by DELBERT JAMES AND WIFE, NINA JAMES , the receipt of which is hereby acknowledged, and for the remainder TWENTY-NINE HUNDRED EIGHTY ($2980.00) AND NO/100 DOLLARS the said DELBERT JAMES AND WIFE, NINA JAMES

HAVE GIVEN ONE HUNDRED FORTY-NINE (149) NOTES FOR TWENTY ($20.00) EACH PAYABLE MONTHLY, BEGINNING FEB. 1ST, 1942 AND CONTINUING EACH MONTH THEREAFTER UNTIL THE ENTIRE ONE HUNDRED FORTY-NINE HAVE BEEN PAID, OCCUPANCY TO BE GIVEN TO JAMES AND WIFE ON JAN. 1ST, 1942, AT WHICH DATE INTEREST ON ALL NOTES, 149 IN NUMBER, STARTS RUNNING. PRESENT INSURANCE ON PROPERTY RUNS TO JULY 1943, THE SELLER AGREES TO TRANSFER SAID INSURANCE TO BUYER. TAXES FOR THE YEAR 1941 TO BE PAID BY THE SELLER.

ALL OF SAID NOTES BEARING SIX PER CENT INTEREST FROM DATE, OF JAN. 1ST, 1942, AND PROVIDING FOR PAYMENT OF ATTORNEY'S FEES, AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST, AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HERE IN CONVEYED,

I, LEILA EVANS DUKE, WIDOW OF CHURCH DUKE HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID DELBERT JAMES HIS WIFE, NINA JAMES, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

SITUATED AND BEING IN THE NORTHERN SUBURB OF THE TOWN OF GOODLETTSVILLE, IN THE 10TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENN., AND BEING LOTS NOS. 4, 5, 6, 7, 8, 9, 10, 11, 12 AND 13 IN THE PLAN OF D. B. KIMMEL'S ADDITION TO GOODLETTSVILLE, AS OF RECORD IN BOOK 332, PAGE 150, R.O.D.C. TENN. SAID LOTS NOS. 4, 5, 6, 7, AND 8 ADJOIN EACH OTHER AND FRONT IN ALL, 250 FT. ON THE EAST SIDE OF THE L. & N. TURNPIKE, AND RUN BACK TO AN ALLEY, LOT NO. 4 GOING BACK 147 FT. AND 10 INCHES, MORE OR LESS, AND LOT NO. 8 RUNNING BACK 161 FT. MORE OR LESS TO AN ALLEY, AND LOTS NOS. 9, 10, 11, 12 AND 13 ADJOINING EACH OTHER AND FRONTING IN ALL 250 FT. MORE OR LESS ON THE WEST SIDE OF CENTRAL AVE; SAID LOT NO 13 RUNNING BACK ON A SOUTHERLY MARGIN 144 FT. AND 4 INCHES, MORE OR LESS

~~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 fee, a lien is expressly retained on the land herein conveyed.~~

AND SAID LOT NO. 9 RUNNING BACK 145 FT. MORE OR LESS, TO AN ALLEY IN THE REAR, SAID LOTS NO. 4, 5 AND 6 BEING THE SAME LOTS CONVEYEDTO E. T. CUNNINGHAM BY H. M. HUFFINES,

~~have this day bargained and sold, and do hereby transfer and convey, unto the said~~

~~heirs and assigns,~~

~~certain real estate in Davidson County, Tennessee, as follows:~~

VAN C. WAKEFIELD AND A. L. JOHNSON, TRUSTEES, BY DEED OF RECORD IN BOOK 530, PAGE 160, R.O.D.C. TENN. A CORRECTED DEED HAVING BEEN EXECUTED BY THESAME PARTIES ON THIS DAY, BUT NOT YET BEING OF RECORD; SAID LOTS 7 AND 8 BEING THE SAME PROPERTY CONVEYED TO THE E. T. CUNNINGHAM BY JAMES WILLIAMS AND WIFE, M. A. WILLIAMS, BY DEED OF RECORD IN BOOK 413, PAGE 543, R.O.D.C. TENN; AND SAID LOTS NOS. 9, 10, AND11 BEING THE SAME LOTS CONVEYED TO E. T. CUNNINGHAM BY JAMES WILLIAMS AND WIFE, M. A. WLLIAMS OR RECORD IN BOOK 455, PAGE 160, R.O.D.C TENN.; ADN SAID LOTS NOS. 12 AND 13 BEING THE SAME PROPERTY CONVEYED TO THE SAID E. T. CUNNINGHAM BY JAMES WILLIAMS AND WIFE, M. A. WILLIAMS BY DEED OF RECORD IN BOOK 494, PAGE 118, R.O.D.C. TENN. AND SAID LOT NO. 13 AFTER HAVING BEEN CONVEYED BY THE SAID E. T. CUNNINGHAM- HAS THIS DAY BEEN RE-CONVEYED TO HIM BY DEED OF MRS. BERTHA MORRIS, OF DATE, OCT. 25, 1922, WHICH DEED IS NOT YET OF RECORD; SAID PROPERTY ISCONVEYED SUBJECT TO THE RESTRICTIONS THAT NONE OF THE SAID SHALL BE CONVEYED OR RENTED OR ANY BUILDING THERE ON RENTED, WHETHER THE SAME BE NOW ERECTED OR NOT, TO ANY COLORED PERSON, WHICH RESTRICTION IS TO RUN WITH THE LAND.

WE, E. T. CUNNINGHAM AND WIFE, JOSSIE E. CUNNINGHAM ALSO RELEASE, QUIT-CLAIM AND CONVEY UNTO THE SAID CHURCH DUKE AND WIFE LEILA EVANS DUKE ALL OUR RIGHTS, TITLE AND CLAIM AND INTEREST IN AND TO TINNIN AVE. ON THE NORTH OF THE ABOVE DESCRIBED LOTS, AND ALSO, ALL OUR RIGHT, TITLE AND INTEREST IN AND TO THE ALLEY BETWEEN THE ABOVE DESCRIBED LOTS AND BIND OURSELVES, HEIRS AND REPRESENTATIVES BY THERE PRESENTS.

THIS IS THE SAME PROPERTY CONVEYED BY E. T. CUNNINGHAM AND WIFE, JOSSIE E.CUNNINGHAM TO CHURCH DUKE AND WIFE, LEILA EVANS DUKE AS RECORDED IN BOOK 597, PAGE 522, R.O.D.C. TENNESSEE OCT. 30, 1922.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said DELBERT JAMES AND WIFE, NINA JAMES, THEIR heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I further covenant and bind MYSELF AND MY heirs and representatives, to warrant and forever defend the title to said real estate to said DELBERT JAMES AND WIFE, NINA JAMES, 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 AND in hand paid BY US , the said DELBERT JAMES AND WIFE, NINA JAMES,

do hereby transfer and convey unto OLIVER LEE DUKE , 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.