WE , the said MILFORD L. OLIPHANT AND LIMUEL P. JOHNSON , 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 MILFORD L. OLIPHANT AND LIMUEL P. JOHNSON , 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 JESSIE M. JACKSON AND EUGENE D. JACKSON representatives or assigns. IT IS HEREBY UNDERSTOOD AND AGREED THAT THE LIEN OF THIS INSTALMENT DEED SECURING THE ABOVE MENTIONED NOTE FOR $550.00 IS NOW AND SHALL CONTINUE TO BE A SECOND LIEN TO THAT CERTAIN TRUST DEED FROM MILFORD L. OLIPHANT AND WIFE, AND LIMUEL P. JOHNSON AND WIFE, TO P. M. ESTES, JR, TRUSTEE, DATED FEBRUARY 14TH, 1942 RECORDED IN BOOK - - PAGE - - REGISTER'S OFFICE DAVIDSON COUNTY, TENNESSEE, SECURING NOTE PAYABLE TO THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE IN THE SUM OF $1500.00

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 A. B. TANNER 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 JESSIE M. JACKSON AND WIFE, EUGENE D. JACKSON AND LIMUEL P. JOHNSON AND WIFE, ODA V. JOHNSON AND MILFORD L. OLIPHANT AND WIFE, BEULAH OLIPHANT and , hereunto set our hands at NASHVILLE , Tennessee, this the 14TH day of FEB , 1942.

MILFORD L. OLIPHANT
BEULAH OLIPHANT
LIMEUL P. JOHNSON
ODA V. JOHNSON
JESSIE M. JACKSON
EUGENE D. JACKSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, R. B. EVANS , a Notary Public in and for said County and State, the within named EUGENE D. JACKSON AND WIFE, JESSIE M. JACKSON, LIMUEL P. JOHNSON AND WIFE, ODA V. JOHNSON, AND MILFORD L. OLIPHANT AND WIFE, BEULAH OLIPHANT 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 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 24 day of FEBRUARY 19 42.

My commission expires OCT 26, 1944

(Seal) R. B. EVANS
Notary Public.

U.S.R.S. $2.75
REC'D FEB 25, 1942 AT 1:15 P.M.

NUMBER 7572[illegible]3. RECORDED FEB. 25, 1942. W. C. MONCRIEF & CO INC. TO J. H. WESTRAY, ET UX.

INSTALMENT DEED

J. A. E.

Book No. 1227 ($2035.00)

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND THIRTY-FIVE & 00/100 DOLLARS DOLLARS

of which TWO HUNDRED EIGHTY-THREE & 70/100 DOLLARS has been paid in cash by J. H. WESTRAY AND WIFE, CATHERINE WESTRAY, the receipt of which is hereby acknowledged, and for the remainder SEVENTEEN HUNDRED FIFTY-ONE & 30/100 ($1751.30) DOLLARS the said J. H. WESTRAY AND WIFE, CATHERINE WESTRAY HAVE EXECUTED THEIR EIGHTY-EIGHT (88) JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, THE FIRST 87 OF WHICH NOTES ARE IN THE SUM OF $20.00 EACH, AND THE 88TH OR FINAL NOTE OF SAID SERIES OF NOTES IS IN THE SUM OF $11.30, ALL PAYABLE TO THE ORDER OF W. C. MONCRIEF & COMPANY, INC., THE FIRST OF WHICH SERIES OF NOTES IS DUE ONE MONTH AFTER DATE AND ONE EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby authorize the satisfaction thereof and discharge of the lien of same. In witness whereof [illegible] 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

W. C. MONCRIEF & COMPANY, INC., A TENNESSEE CORPORATION HAS have this day bargained and sold, and do hereby transfer and convey, unto the said J. H. WESTRAY AND WIFE, CATHERINE WESTRAY, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PARTS OF LOTS NOS. 17, 18 AND 19, IN THE MONCRIEF SUBDIVISION OF THE ALLEN MATHES LANDS, AS SHOWN BY SURVEY OF ERLE DRAKE, COUNTY SURVEYOR, MADE MARCH 20TH, 1937, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERN BOUNDARY OF LOT NO. 19, WHICH POINT IS FIVE (5) FEET WEST OF THE NORTHEASTERN CORNER OF LOT NO. 19; RUNNING THENCE IN A SOUTH-EASTERLY DIRECTION ALONG THE NORTHERN BOUNDARY OF LOTS 19, 18 AND 17, THIRTY-EIGHT FEET TO A POINT WHICH POINT IS 5 FEET EAST OF THE NORTHWEST CORNER OF LOT NO. 17; RUNNING THENCE SOUTHERLY 270 FEET 3 INCHES TO A POINT, WHICH POINT IS 19 FEET WEST OF THE WEST BOUNDARY OF LOT NO. 17 AND 10 FEET NORTH OF THE SOUTH BOUNDARY OF LOT NO. 18; RUNNING THENCE IN A NORTHWESTERLY DIRECTION 113½ FEET PARALLEL WITH THE SOUTH BOUNDARY LINE OF LOT NO. 18 TO A POINT; RUNNING THENCE IN A NORTHERLY DIRECTION 254 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, AND BEING PART OF THE SAME PROPERTY CONVEYED TO W. C. MONCRIEF & COMPANY, INC., BY DEED OF ALLEN MATHES OF RECORD IN BOOK 1005, PAGE 496, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J. H. WESTRAY AND WIFE, CATHERINE WESTRAY, THEIR heirs and assigns, forever, and IT covenant that IT IS lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

IT DOES further covenant and bind ITSELF, ITS SUCCESSORS AND ASSIGNS to warrant and forever defend the title to said real estate to said J. H. WESTRAY AND WIFE, CATHERINE WESTRAY, 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 J. H. WESTRAY AND WIFE, CATHERINE WESTRAY do hereby transfer and convey unto W. C. MONCRIEF , 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.