I , the said GEORGE LYNCH , 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 $ 1000.00 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.

I 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 I 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 I , the said GEORGE LYNCH , 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 I 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, I 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.

I 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. I 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 GEORGE LYNCH 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 FRANK G. SHARPE 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 J.P. ELLIS, TRUSTEE,

and GEORGE LYNCH , hereunto set our hands

at NASHVILLE , Tennessee, this the 10TH day of MARCH , 19 42.

J.P.ELLIS, TRUSTEE
GEORGE LYNCH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.E. HARWOOD , a Notary Public in and for said County and State, the within named J.P.ELLIS, TRUSTEE, AND GEORGE LYNCH

the bargainor $ 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 X 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 13TH day of MARCH 19 42.

My commission expires JULY 6 1943

(Seal) W.E. HARWOOD
Notary Public.

U.S.R.S. $1,65

REC'D MCH 14,1942 AT 10'23 A.M.

C. M.

NUMBER 77065 RECORDED MARCH 16TH 1942. J.P.ELLIS TRUSTEE, TO JESSE E. FOREMAN ET UX.

INSTALLMENT DEED

Book No. 1227

FOR AND IN CONSIDERATION of the sum of THIRTY NINE HUNDRED FIFTY($3950.00) AND00/100 DOLLARS of which SEVEN HUNDRED ($700.00) AND 00/100 DOLLARS has been paid in cash by JESSE E. FOREMAN AND WIFE GRACE W. FOREMAN , the receipt of which is hereby acknowledged, and for the remainder THE SAID JESSE E. FOREMAN AND WIFE GRACE W. FOREMAN ASSUME AND AGREE TO PAY OFFA PAR/06 DOLLARS ~~the said~~ MORTGAGE OF $3000.00 SECURED BY DEED OF TRUST TO THIRD NATIONAL COMPANY DUE FIVE YEARS FROM DATE INTEREST AT 5% PAYABLE SEMI- ANNUALLY , PRE PAYMENTS TO BEGIN TWO AND ONE-HALF YEARS FROM DATE OF DEED AND FOR THE REMAINDER , THE SAID JESSE E. FOREMAN AND WIFE GRACE W. FOREMAN HAVE EXECUTED THEIR 25 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE PAYABLE TO THE ORDER OF J.P.ELLIS, TRUSTEE, MOHTHLY. THE PRINCIPAL SUM OF SAID NOTES IS FOR $10.00 EACH WITHOUT INTEREST UNTIL AFTER MATURITY, THE INTEREST HAVING BEEN COMPUTED AND ADDED TO THE FACE OF SAID NOTES MAKING THE FIRST NOTE FOR THE SUM OF $11.25 AND EACH SUCCEEDING NOTE THEREAFTER FOR 005 (FIVE CENTS) LESS THAN THE PRECEEDING NOTE. THE FIRST OF SAID NOTES FALLS DUE MARCH 12, 1942. AND THE OTHERS, ONE ON THE 12TH DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID.

PURCHASER TO PAY TAXES FOR THE YEAR 1942.

I declare that I am the true and lawful owner of the notes secured by the instrument within recorded, and hereby acknowledge the payment thereof and discharge of the lien to secure the same in full. This 2 day of Aug. 1951.

Attest: F.J. Wilson DEPUTY REGISTER — J.P. Ellis Jr.

AFTER 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 TO JESSE E.FOREMAN AND WIFE GRACE W.FOREMAN J.P.ELLIS, TRUSTEE, FOR J. PORTER ELLIS AND JIMMIE W. ELLIS, WITH FULL POWER TO SELL AND CONVEY ETC.

have this day bargained and sold, and do hereby transfer and convey, unto the said JESSE E.FOREMAN AND WIFE GRACE W. FOREMAN THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: A TRACT OF LAND IN THE 6TH FORMERLY THE 9TH CIVIL DISTRICT OF DAVIDSON COUNTY,TENNESSEE, BEING THE SOUTHERLY 20 FEET OF LOT NO.19 AND THE NORTHERLY 80 FEET OF LOT NO.20 ON THE PLAN OF J.P.ELLIS' GLENCLIFF SUBDIVISION SECTION "A" A PART OF THE MORTON TRACT, AS OF RECORD IN BOOK 1130, PAGE 23, REGISTER S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

SAID PARTS OF LOTS NOS.19 AND 20 FRONT TOGETHER 100 FEET ON THE EASTERLY SIDE OF GLENCLIFF ROAD, AND EXTENDS BACK BETWEEN PARALLEL LINES 579 FEET 6 IN. MORE OR LESS ON THE SOUTHERLY LINE, AND 526.6 FEET, MORE OR LESS ON THE NORTHERLY LINE TO A DEAD LINE MEASURING 115 FEET THEREON.

BEING PART OF THE PROPERTY CONVEYED TO J.P.ELLIS TRUSTEE, FOR J. PORTER ELLIS AND JIMMIE W. ELLIS, BY DEED FROM A. HAMILTON MORTON ET AL, OF RECORD IN BOOK 1140, PAGE 88, SAID REGISTER'S OFFICE

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JESSE E. FOREMAN AND WIFE GRACE W. FOREMAN 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. EXCEPT AS ABOVE SET OUT

I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said JESSE E. FOREMAN AND WIFE GRACE W. FOREMAN 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 JESSE E. FOREMAN AND WIFE GRACE W. FOREMAN do hereby transfer and convey unto J.W. RICHMOND, , 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.