WE , the said ARTHUR L. HAGER AND WIFE IMOGENE R. HAGER , 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 $ 3500.00 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 ARTHUR L. HAGER AND WIFE IMOGENE R. HAGER , 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 ARTHUR L HAGER AND WIFE IMOGENE R. HAGER 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 W. L. BAINBRIDGER, SR 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 ALLEN DOBSON AND WIFE MARTHA BALLARD DOBSON and ARTHUR L. HAGER AND WIFE IMOGENE R. HAGER , hereunto set our hands at NASHVILLE , Tennessee, this the 1ST day of APRIL , 1942 .

MARTHA BALLARD DOBSON
ALLEN DOBSON
ARTHUR L. HAGER
IMOGENE R. HAGER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, K. H. MCKEE , a Notary Public in and for said County and State, the within named ALLEN DOBSON AND WIFE MARTHA BALLARD DOBSON AND ARTHUR L. HAGER AND WIFE IMOGENE R. HAGER 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 7TH day of APRIL — 1942 .

My commission expires APRIL 13, 1944 (Seal) K. H. MCKEE Notary Public.

U.S.R.S. $4.40
REC'D APR 9, 1942 AT 1;35 P.M.

NUMBER 78857 RECORDED APRIL 9,1942 HENRY GOODPASTURE,ET UX TO M.C.BRATTON,ET UX

INSTALLMENT DEED

Book No. 1227

FOR AND IN CONSIDERATION of the sum of EIGHT THOUSAND & NO/100 ($8,000.00) DOLLARS

of which ONE THOUSAND ($1,000.00) DOLLARS has been paid in cash by M.C. BRATTON & WIFE, ETHEL BRATTON , the receipt of which is hereby acknowledged, and for the remainder SEVEN THOUSAND & NO/100 DOLLARS the said M.C. BRATTON & WIFE, ETHEL BRATTON HAVE ASSUMED AND AGREED TO PAY A FIRST MORTGAGE INDEBTEDNESS TO CHARLES F. LOVELL,TRUSTEE, IN THE AMOUNT OF $4500.00, WITH INTEREST AT 4½%, PAYABLE SEMI-ANNUALLY, AND HAVE EXECUTED A SERIES OF THIRTY-TWO (32) NOTES, OF EVEN DATE HEREWITH, THIRTY-ONE (31) OF WHICH ARE IN THE SUM OF EIGHTY ($80.00)DOLLARS EACH AND THE LAST IN THE SUM OF TWENTY ($20.00) DOLLARS, THE FIRST ONE OF SAID NOTES BEING DUE SIXTY DAYS FROM DATE AND ONE DUE EACH MONTH THEREAFTER; ALL OF SAID NOTES ARE PAYABLE TO "OURSELVES" AND ENDORSED BY GRANTEES,

I declare that I am the true and lawful holder of the claim secured by the foregoing mortgage recorded, and I hereby acknowledge the satisfaction thereof and the discharge of the same in full. This 25 day of June 1945
Attest: [illegible] Davidson County

FIVE

all of said notes bearing 6% 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, HENRY GOODPASTURE & WIFE, VIRGINIA P. GOODPASTURE

have this day bargained and sold, and do hereby transfer and convey, unto the said M.C. BRATTON AND WIFE, ETHEL BRATTON,THEIR heirs and assigns,

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

LAND IN THE 9TH,FORMERLY 14TH,CIVIL DISTRICT OF DAVIDSON COUNTY,TENNESSEE, AND BEING PARTS OF LOTS NOS.3,4 AND 6 ON THE MAP OF RACY HOWS LANDS, AS OF RECORD IN BOOK 21, PAGE 137, OF THE REGISTER'S OFFICE FOR SAID COUNTY,AND BOUND AND DESCRIBED TOGETHER AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH MARGIN OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO.70 OR STATE HIGHWAY NO.1 AT THE WEST MARGIN OF BUFFALO CREEK ROAD, A CORNER OF THE PROPERTY CONVEYED TO W.D. HUTTON BY DEED OF RECORD IN BOOK 735 PAGE 610,SAID REGISTER'S OFFICE, AND BEING THE SOUTHEAST CORNER OF THE PROPERTY HEREIN DESCRIBED;THENCE WITH THE WEST MARGIN OF BUFFALO CREEK ROAD, NORTH 30° WEST 37½ POLES TO A POINT ON THE WEST MARGIN OF SAID ROAD;THENCE EASTERLY TO THE CENTER OF SAID ROAD;THENCE WITH THE CENTER LINE OF SAID ROAD NORTH 1½° EAST 6.06 POLES, NORTH 15° EAST 30.30 POLES, NORTH17° EAST 31.27 POLES TO A POINT 2.48 POLES EAST OF THE COMMON CORNER OF LOTS NOS.3 AND 6, THE SOUTH LINE OF THE PROPERTY CONVEYED TO EDWARD E. SHIEL BY DEED OF RECORD IN BOOK 1132, PAGE 116, SAID REGISTER'S OFFICE; THENCE WITH SHIEL'S SOUTH LINE NORTH 76½° WEST 223 POLES MORE OR LESS TO A POINT, THE COMMON CORNER OF LOTS NOS.6 AND 8, THE NORTHEAST CORNER OF THE PROPERTY CONVEYED TO HENRY STEIN, JR. BY DEED OF RECORD IN BOOK 1003, PAGE 363, SAID REGISTER'S OFFICE;THENCE WITH STEIN'S EASTERLY LINE AS FOLLOWS: SOUTH 3½° WEST 96.4 POLES TO A HICKORY SOUTH 67½° EAST 48.2 POLES TO A STAKE, THE NORTHWEST CORNER OF THAT PART OF LOT NO.4 CONVEYED TO HILLARD TRAVIS ET AL BY DEED OF RECORD IN BOOK 1217 PAGE 78, REGISTER'S OFFICE FOR SAID COUNTY;THENCE WITH THE NORTH LINE OF THE TRAVIS PROPERTY SOUTH 87° 20 MINUTES EAST 2129.8 FEET TO A WILD CHERRY, TRAVIS' NORTHEAST CORNER;THENCE WITH TRAVIS' EAST LINE AS FOLLOWS: SOUTH 11° 45 MINUTES EAST 216.7 FEET TO A POST, SOUTH 19° 10 MINUTES EAST 71.3 FEET TO A HICKORY SOUTH 71° 15 MINUTES EAST 78 FEET TO A STAKE SOUTH 35° 25 MINUTES WEST 171.8 FEET TO A POST SOUTH 20°30 MINUTES WEST 114.4 FEET TO A POST IN THE NORTH MARGIN OF THE RIGHT OF WAY OF U.S. HIGHWAY NO.70, TRAVIS' SOUTHEAST CORNER;THENCE WITH THE NORTH MARGIN OF SAID HIGHWAY NORTH 84° EAST 500 FEET TO THE POINT OF BEGINNING.
BEING THE SAME PROPERTY CONVEYED TO HENRY GOODPASTURE BY DEED FROM R.L.KENNEDY, TRUSTEE, DATED OCTOBER 12,1933, OF RECORD IN BOOK 928 PAGE 273,SAID REGISTER'S OFFICE,AND PART OF THE SAME PROPERTY CONVEYED TO HENRY GOODPASTURE AND WIFE VIRGINIA P.GOODPASTURE, BY DEED FROM W.D. HUTTON AND WIFE, DATED FEBRUARY 14, SEE X

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said M.C. BRATTON & WIFE, ETHEL BRATTON, 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 AS AFORESAID AND TAXES FOR 1942 WHICH HAVE BEEN PRORATED AND ASSUMED BY GRANTEES. WE further covenant and bind OURSELVES,OUR heirs and representatives, to warrant and forever defend the title to said real estate to said M.C. BRATTON & WIFE ETHEL BRATTON, 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 M.C. BRATTON & WIFE, ETHEL BRATTON do hereby transfer and convey unto WILLIAM F. CARPENTER , 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.