WE, the said SAM BAUGH AND WIFE DOROTHY BAUGH, 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 $500.00 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 SAM BAUGH AND WIFE DOROTHY BAUGH, 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 SAM BAUGH AND WIFE DOROTHY BAUGH 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 A.J.LINX, 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 WILLIAM A.MITCHELL AND WIFE WILMA S. MITCHELL and SAM BAUGH AND WIFE DOROTHY BAUGH, hereunto set our hands at NASHVILLE, Tennessee, this the 17 day of APRIL, 19 42.

WILLIAM A. MITCHELL,
WILMA S.MITCHELL

SAM BAUGH,
DOROTHEA BAUGH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOE W.RIVES, a Notary Public in and for said County and State, the within named WILLIAM A.MITCHELL AND WIFE WILMA S. MITCHELL AND SAM BAUGH AND WIFE DOROTHY BAUGH the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And - , 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 18TH day of APRIL 19 42.

My commission expires JULY 6TH, 1943.
U.S.R.S $.55¢

(Seal) JOEW W. RIVES,
Notary Public.

RECD APRIL 20TH, 1942 AT 9;50 A.M

INSTALLMENT DEED

Book No. 1227

FOR AND IN CONSIDERATION of the sum of ONE THPUSAND ($1,000.00) - - - - - - - - DOLLARS of which SEVEN HUNDRED ($700.00) - - - - - - - - - - - DOLLARS has been paid in cash by ALEX BENNET AND WIFE, CLARA BENNETT, the receipt of which is hereby acknowledged, and for the remainder OF THREE HUNDRED ($300.00) - - - - - - - DOLLARS the said ALEX BENNETT AND WIFE, CLARA BENNETT HAVE EXECUTED ONE (1) PROMISSORY NOTE, IN THE SUM OF THREE HUNDRED ($300.00) DOLLARS, DATED APRIL 13, 1942 AND PAYABLE ON OR BEFORE APRIL 5, 1943,

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

HOWARD YOUNG, INDIVIDUALLY AND AS ADMINISTRATOR OF ESTATE OF EDGAR YOUNG, DECEASED AND GOLEANER HICKS YOUNG have this day bargained and sold, and do hereby transfer and convey, unto the said ALEX BENNETT AND WIFE, CLARA BENNETT AND THEIR heirs and assigns,

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

A TRACT OF LAND IN THE 3RD, FORMERLY THE 2ND, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING THE WESTERLY PART OF LOT NO. 7, ON THE PLAN OF THE R. P, SMITH LANDS, AS OF RECORD IN MINUTE BOOK "G" PAGE 551, CHANCERY COURT AT NASHVILLE, FOR SAID COUNTY AND ALSO ON PAGE 18 OF PLAN BOOK 1, OF SAID COUNTY, AND DESCRIBED AS FOLLOWS:

SITUATED ABOUT THREE MILES FROM NASHVILLE NEAR THE CHICKEN PIKE OR ELM HILL ROAD; BEGINNING AT A STAKE AT THE NORTHEAST CORNER OF AN ELEVEN ACRE TRACT OF LAND PURCHASED BY WILLIAM HOWLETT FROM GEORGE WILSON AND WIFE BY DEED OF RECORD IN BOOK 72, PAGE 119, REGISTER'S OFFICE FOR SAID COUNTY; RUNNING THENCE SOUTH 28 DEGREES, EAST 78.02 POLES TO A STONE, THE SOUTHEAST CORNER OF A SMALL LOT OF LANDSOLD TO WILLIAM HOWLETT BY THE SCHOOL DIRECTORS OF THE 29TH SCHOOL DISTRICT OF SAID COUNTY BY DEED OF RECORD IN BOOK 108, PAGE 107 SAID REGISTER'S OFFICE; THENCE NORTH 88 DEGREES WEST, 29.4 POLES TO A STAKE, THE SOUTHWEST CORNER OF ANOTHER LOT OF LAND SOLD TO WILLIAM H. HOWELTT BY THE SCHOOL DIRECTORS OF THE 29TH SCHOOD DISTRICT OF SAID COUNTY, BY DEED OF RECORD IN BOOK 265, PAGE 317, SAID REGISTER'S OFFICE; THENCE NORTH 32½ DEGREES, WEST WITH THE WEST BOUNDARY LINE OF SAID SCHOOL LOT AND SAID ELEVEN ACRE TRACT; 65.9 POLES TO A STONE, THE NORTHWEST CORNER OF SAID ELEVEN ACRE TRACT; THENCE NORTH 65 DEGREES EAST, 30.72 POLES TO THE BEGINNING, CONTAINING 13 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY PURCHASED BY EDGAR YOUNG AND GOLEANER HICKS FROM HENRY K. HOWELTT ET AL AS OF RECORD IN BOOK 1172, PAGE 305 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 ALEX BENNETT AND WIFE, CLARA BENNETT AND 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.

WE further covenant and bind OURSELVES AND OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ALEX BENNETT AND WIFE, CLARA BENNETT AND 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 ALEX BENNETT AND WIFE, CLARA BENNETT do hereby transfer and convey unto ALVIN N. GREENBERG, 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.

I Declare that I am the true and lawful holder of the within note which is now in my charge of the Bank.

A. M. Greenberg Cashier