WE , the said WILLIAM W. AUSTIN JR AND WIFE, LUCIA P. AUSTIN , do hereby agree to

keep all buildings now on, or to be hereafter erected on said property, insured in some suitable fire insurance company or companies for at least the sum of $ 3, 600.00 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 WILLIAM W. AUSTIN, JR AND WIFE, LUCIA P. AUSTIN , 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 WILLIAM W. AUSTIN, JR AND WIFE, LUCIA P. AUSTIN, THEIR 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 HERSCHEL GREER 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 W. AUSTIN, JR AND WIFE, LUCIA P. AUSTIN

and – , hereunto set our hands

at NASHVILLE , Tennessee, this the 7TH day of MAY , 1942 .

WILLIAM W. AUSTIN, JR
LUCIA P. AUSTIN

IN WITNESS WHEREBY THE WOODBINE SALES CORPORATION HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS, THIS THE 7TH DAY OF MAY 1942.
(SEAL) WOODBINE SALES CORPORATION
BY: FRED H. BROWN, PRESIDENT

ATTEST: H. P. SELLERS, SECRETARY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WILMA S. WHITE , a Notary Public in and for said County and State, the within named WILLIAM W. AUSTIN, JR AND WIFE, LUCIA P. AUSTIN

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 MAY 19 42.

My commission expires APRIL 10, 1945 (Seal) WILMA S. WHITE
Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
BEFORE ME, WILMA S. WHITE, A NOTARY PUBLIC WITHIN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED FRED H. BROWN AND H. P. SELLERS WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON THEIR SEVERAL OATHS ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY RESPECTIVELY OF THE WOODBINE SALES CORPORATION THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND SECRETARY BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY THE SAID FRED H. BROWN AS SUCH PRESIDENT AND ATTESTING THE SAME BY THE SAID H. P. SELLERS AS SUCH SECRETARY. WITNESS MY HAND AND OFFICIAL AT OFFICE AT NASHVILLE, TENNESSEE ON THIS THE 7TH DAY OF MAY 1942.
(SEAL) WILMA S. WHITE, NOTARY PUBLIC

MY COM. EXPIRES APRIL 10, 1945
U.S.R.S. 55¢
REC'D MAY 15, 1942 AT 2;36 P.M.

NUMBER 40515 RECEIVED MAY 15TH, 1942.

INSTALLMENT DEED

Book No. 1235 ($4,074.07)

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND AND SEVENTY FOUR AND 07/100 / DOLLARS

of which THREE THOUSAND AND SIX HUNDRED AND SEVENTY NINE & 07/100 DOLLARS has been paid in cash by CLIFTON HOWARD BARNES AND WIFE ANNIE MAI BARNES, the receipt of which is hereby acknowledged, and for the remainder THREE HUNDRED AND NINETY FIVE AND NO/100 ($395.00) DOLLARS the said CLIFTON HOWARD BARNES AND WIFE ANNIE MAI BARNES HAVE EXECUTED THEIR JOINT PROMISSORY NOTE IN THE AMOUNT OF $395.00 DATED APRIL 1ST, 1942, PAYABLE AT THE RATE OF $15.13 PER MONTH, INCLUDING INTEREST AT THE RATE OF SIX PER CENT (6%) PER ANNUM FROM DATE , THE FIRST OF SAID PAYMENTS FALLING DUE ON APRIL 1ST, 1942, AND ON THE FIRST OF EACH CONSECUTIVE MONTH THEREAFTER.

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 THE WOODBINE SALES CORPORATION A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, WITH ITS PRINCIPAL OFFICE AT NASHVILLE TENNESSEE.

US this day bargained and sold, and do hereby transfer and convey, unto the said CLIFTON HOWARD BARNES AND WIFE ANNIE MAI BARNES

THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO.26 ON THE MAP OF WOODBINE SALES CORPORATION PLAN OF LOTS CALLED PLEASANT VIEW, OF RECORD IN BOOK 1130, PAGE 43, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.26 FRONTS 54 FEET ON THE NORTHERLY SIDE OF THUSS AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO A DEAD LINE.

BEING PART OF THE PROPERTY CONVEYED TO WOODBINE SALES CORPORATION BY DEED FROM ANTON ROTH AND WIFE, OF RECORD IN BOOK 1160, PAGE 629, SAID REGISTER'S OFFICE

I declare that I am the true and lawful holder of the claim secured by the lien retained in the foregoing deed and that the same is just and correct. Subscribed and sworn to before me this 15th day of May 1942. Notary Public

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CLIFTON HOWARD BARNES, AND WIFE ANNIE MAI BARNES, heirs and assigns, forever, 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 further covenant and bind ITSELF ITS SUCCESSORS, heirs and representatives, to warrant and forever defend the title to said real estate to said CLIFTON HOWARD BARNES AND WIFE ANNIE MAI BARNES, 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 CLIFTON HOWARD BARNES AND WIFE ANNIE MAI BARNES, do hereby transfer and convey unto HERSCHEL GREER, , 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.