WE, the said DEE F. GILLIAM AND WIFE MILDRED E. GILLIAM, 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 $ 2000.00 BOTH FIRE & WINDSTORM 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 DEE F. GILLIAM AND WIFE MILDRED B.GILLIAM, 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, OF 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 DEE F.GILLIAM AND WIFE MILBRED B.GILLIAM 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 B.ROY KENNEDY JR., 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 B.R. KENNEDY AND WIFE EVA C. KENNEDY

and DEE F. GILLIAM AND WIFE MILDRED B.GILLIAM, hereunto set our hands at NASHVILLE, Tennessee, this the 1 day of APRIL, 1943.

B.R. KENNEDY
EVA C. KENNEDY
DEE F.GILLIAM
MILDRED B.GILLIAM

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.L.BLAND, a Notary Public in and for said County and State, the within named B.R. KENNEDY AND WIFE EVA C. KENNEDY AND DEE F .GILLIAM AND WIFE MILDRED B.GILLIAM the bargainor S, 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 28TH day of APRIL 19 43

My commission expires APRIL 8,1945.

(Seal) J.L.BLAND, Notary Public.

~~STATE OF TENNESSEE, DAVIDSON COUNTY.~~

Personally appeared before me, , a Notary Public in and for said County and State, the within named

the bargainor, with whom I am personally acquainted, and who acknowledged that 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 day of 19 .

~~My commission expires~~

(Seal) Notary Public.

U.S.R.S. $ 2.75

RECEIVED MAY 25TH, 1943. AT 11;10 A.M.

2035

INSTALLMENT DEED

Book No. 1250 ($2950.00)

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND NINE HUNDRED FIFTY AND NO/100-/ DOLLARS

of which TWO THOUSAND FOUR HUNDRED FIFTY AND NO/100 - - ($2450.00) - - - DOLLARS has been paid in cash by JOE BENTON LEWIS AND WIFE, BEULAH MAY HORTON LEWIS the receipt of which is hereby acknowledged, and for the remainder BEING IN THE SUM OF FIVE HUNDRED AND NO/100 - - - ($500.00) - - - - DOLLARS the said JOE BENTON LEWIS AND WIFE, BEULAH MAY HORTON LEWIS,

HAVE EXECUTED AND DELIVERED THEIR JOINT PROMISSORY NOTE OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF MRS.EMMA M.BASS IN SAID PRINCIPAL SUM OF $500.00, BEARING INTEREST FROM DATE AT THE RATE OF SIX PER CENTUM PER ANNUM, AND SAID PRINCIPAL AND INTEREST SHALL BE PAYABLE IN MONTHLY INSTALLMENTS OF TWENTY FIVE AND NO/100- ($25.00)- DOLLARS, EACH, PAYMENTS TO BE APPLIED FIRST TO INTEREST ON THE UNPAID BALANCE AND THE REMAINDER TO PRINCIPAL. THE FIRST INSTALLMENT IS DUE AND PAYABLE JUNE 15TH, 1943 AND ANOTHER INSTALLMENT IS DUE ANDPAYABLE ON THE SAME DAY OF EACH MONTH THEREAFTER UNTIL SAID DEBT, PRINCIPAL AND INTEREST IS PAID IN FULL. EXTRA PAYMENTS MAY BE MADE AT ANY TIME AND INTEREST WILL BE CHARGED ONLY ON THE UNPAID BALANCE. SAID NOTE PROVIDING FOR THE PAYMENT OF ATTORNEY'S FEES AND TO SECURE THE PAYMENT OF SAID NOTE, PRINCIPAL, INTEREST AND ATTORNEY'S FEES A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED, BUT SAID LIEN IS A SECOND LIEN ON THE SAME BEING SUBORDINATE AND INFERIOR TO A LIEN TO SECURE FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE THE PAYMENT OF A NOTE IN THE SUM OF $1850.00, SECURED BY A DEED OF TRUST OF EVEN DATE TO LOUIS R.LINX, TRUSTEE.

~~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 -~~

I, MRS. EMMA M.BASS, A WIDOW,

have this day bargained and sold, and do hereby transfer and convey, unto the said JOE BENTON LEWIS AND WIFE, BEULAH MAY HORTON LEWIS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING TWO TRACTS OF LAND IN THE 14TH, FORMERLY THE 24TH, CIVIL DISTRICT OF DAVIDSON COUNTY TENNESSEE, AS FOLLOWS:

FIRST TRACT: BOUNDED ON THE NORTH BY THE LANDS OF G.C.LOKEY, ON THE SOUTH BY THE LANDS OF J.A.DIXON, ON THE EAST BY LANDS OF L.C.CRABTREE, ON THE WEST BY LANDS OF JIM ARRINGTON AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF THE L.C.CRABTREE LAND, SAID POINT BEING THE NORTHEAST CORNER OF THE J.A.DIXON LAND AND THE SOUTHEAST CORNER OF THE G.C.LOKEY LAND; AND RUNNING THENCE NORTH 89 DEGREES WEST 668 FEET TO A POINT; THENCE NORTH 3 DEGREES EAST 326.05 FEET TO A POINT; THENCE SOUTH 89 DEGREES 30' EAST 668 FEET TO A POINT; THENCE SOUTH 3 DEGREES WEST 326.05 FEET TO THE POINT OF BEGINNING, CONTAINING 5 ACRES, MORE OR LESS.

SECOND TRACT: BEGINNING AT A STAKE IN PETER FORTE'S WEST LINE, THE NORTHEAST CORNER OF THE JAMES ARRINGTON 18-ACRE TRACT; THENCE WITH FORTE'S WEST LINE, NORTH 27.46 PODES TO A POINT; FORTE'S NORTHWEST CORNER AND THE SOUTHEAST CORNER OF OBENCHAIN'S 20-ACRE TRACT; THENCE WITH OBENCHAIN'S SOUTH LINE, NORTH 89 DEGREES WEST 40 POLES TO A STAKE, OBENCHAIN'S SOUTHWEST CORNER; G.HACKEBEIL'S EAST LINE; THENCE WITH HACKABEIL'S EAST LINE, SOUTH 3 DEGREES WEST 61.9 POLES TO A STAKE, THE NORTHWEST CORNER OF JAMES ARRINGTON'S 18-ACRE TRACT; THENCE WITH THE NORTH LINE OF SAID TRACT, NORTH 51-3/4 DEGREES EAST 54 POLES TO THE BEGINNING, CONTAINING 11.6 ACRES, ACCORDING TO A SURVEY MADE BY M.B.KNIGHT, CIVIL ENGINEER, OCTOBER 8, 1920.

BEING THE SAME PROPERTY CONVEYED TO MRS.EMMA M.BASS BY DEED FROM G.C.LOKEY AND WIFE, OF RECORD IN BOOK ___, PAGE ___, REGISTERS OFFICE FOR DAVIDSON CO.TENN.

THIS CONVEYANCE IS SUBJECT TO AN EASEMENT FOR A RIGHT-OF-WAY AS SET OUT IN A DEED OF RECORD IN BOOK 554, PAGE 138, R.O.D.C.TENN.

I declare that I am the true and lawful holder of the claim secured by the within instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 1st day of June, 1944

Attest: [illegible] Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOE BENTON LEWIS AND WIFE, BEULAH MAY MORTON LEWIS, 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 TAXES FOR 1943 WHICH HAVE BEEN PRO-RATED AND ASSUMED BY THE GRANTEES. I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said JOE BENTON LEWIS AND WIFE, BEULAH MAY MORTON LEWIS, 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 INSTALLMENTS notes as they mature, as hereinafter provided, and for the consideration of One Dollar to ME in hand paid WE, the said JOE BENTON LEWIS AND WIFE, BEULAH MAY MORTON LEWIS do hereby transfer and convey unto A.J.LINX, 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.