I , the said ALBERT G. MORRIS, TRUSTEE , 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 $ -- 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 ALBERT G. MORRIS, TRUSTEE , 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 ALBERT G. MORRIS, TRUSTEE, - 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 EDWIN E. CARLSON 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 CHARLES P. MURPHY AND WIFE, MAY ROWLAND MURPHY AND M. T. MOSLEY and WIFE, MARIE MOSLEY, AND ALBERT G. MORRIS, TRUSTEE , hereunto set our hands at NASHVILLE, , Tennessee, this the 9 day of NOV., , 19 42.

CHARLES P. MURPHY
MAY ROWLAND MURPHY
M. T. MOSELEY
MARIE MOSELEY
ALBERT G. MORRIS, TRUSTEE.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, C. A. LILLARD, a Notary Public in and for said County and State, the within named CHARLES P. MURPHY AND WIFE, MAY ROWLAND MURPHY, AND M. T. MOSLEY AND WIFE MARIE MOSLEY, AND ALBERT G. MORRIS, TRUSTEE, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And XX , of the said XX having appeared before me privately and apart from XX husband , the said XX , 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 10TH day of NOVEMBER 19 42.

My commission expires APRIL 8, 1946.

(Seal) C. A. LILLARD
Notary Public.

U.S.R.S. $1.10

RECEIVED NOV. 12, 1942, AT 10:21 A.M.

F. H.

INSTALLMENT DEED

Book No. 1257

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND ($4000.00) DOLLARS of which TWO HUNDRED ($200.00) DOLLARS has been paid in cash by TURBEVILLE, LESTER L. TURBEVILLE AND WIFE, BEULAH T. , the receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND EIGHT HUNDRED ($3800.00) DOLLARS the said LESTER L. TURBEVILLE AND WIFE, BEULAH T. TURBEVILLE HAVE EXECUTED THEIR ONE HUNDRED EIGHTEEN (118) PROMISSORY NOTES, OF EVEN DATE HEREWITH, EACH OF SAID NOTES BEING IN THE AMOUNT OF FORTY DOLLARS AND TWELVE CENTS ($40.12), PAYABLE TO THE ORDER OF R. H. COCHRAN, JR. AND WIFE, JIMMIE E. COCHRAN, THE FIRST OF SAID NOTES BEING PAYABLE ON OR BEFORE OCTOBER 1, 1942, AND ONE OF SAID NOTES BEING PAYABLE ON OR BEFORE THE FIRST DAY OF EACH MONTH THEREAFTER FOR THE REMAINING 117 MONTHS, THE INTEREST HAVING BEEN CALCULATED ON THE DEFERRED PAYMENTS AT THE RATE OF FIVE (5%) PER CENT PER ANNUM, AND DIVIDED EQUALLY SO AS TO INCLUDE THE INTEREST ON THE DEFERRED PAYMENTS FOR THE FULL TERM IN THE FACE AMOUNT OF SAID NOTES, WHICH NOTES WILL BEAR INTEREST AFTER MATURITY AT THE RATE OF FIVE (5%) PER CENT PER ANNUM, AND IT BEING AGREED THAT THE MAKERS OF SAID NOTES MAY PAY ANY ONE OR MORE OF THEM IN ADVANCE ON ANY MATURITY DATE, RECEIVING A PROPER CREDIT FOR ANY UNMATURED INTEREST, ALL OF SAID NOTES BEARING FIVE PER CENT INTEREST FROM MATURITY, AND PROVIDING FOR PAYMENT OF ATTORNEY'S FEES, AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST, AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED,

WE, R. H. COCKRAN, JR. AND WIFE, JIMMIE E COCHRAN,

I declare that I am the true and lawful holder of the claim secured by the instrument recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 4 day of Sept 1947. R.H. Cochran Jr.

Attest: J. R. Wilson DEPUTY REGISTER

~~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~~

have this day bargained and sold, and do hereby transfer and convey, unto the said LESTER L. TURBEVILLE AND WIFE, BEULAH T. TURBEVILLE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING A TRACT OF LAND IN THE NEW 6TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, ON THE NOLENSVILLE PIKE, AND BOUNDED AS FOLLOWS:

BEGINNING ON A STAKE IN THE CENTER OF NOLENSVILLE PIKE AT THE INTERSECTION OF THE PUBLIC ROAD WITH THE SAME, RUNNING THENCE WITH THE NORTH MARGIN OF SAID ROAD SOUTH 16½ DEGREES WEST 3 POLES, SOUTH ONE-HALF DEGREE WEST 19.2 POLES, SOUTH 32 DEGREES WEST 2.8 POLES, SOUTH 51 DEGREES WEST 8 POLES, SOUTH 71½ DEGREES WEST 4 POLES, NORTH 70½ DEGREES WEST 8.6 POLES, NORTH 59 DEGREES WEST 33.6 POLES, NORTH 47½ DEGREES WEST 5.12 POLES TO A STAKE, THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO B. L. LAYNE, ET UX BY R. H. COCHRAN, ET UX, BY DEED OF RECORD IN BOOK 508, PAGE 454, R.O.D.C., TENNESSEE, THENCE WITH THE EASTERLY LINE OF SAID LAST MENTIONED TRACT NORTH 21½ DEGREES WEST 22.6 POLES TO A STAKE, LARGE ROCK, ELM, ASH AND HACKBERRY POINTERS, THENCE NORTH 62 DEGREES EAST 34.44 POLES, MORE OR LESS, TO A SMALL CEDAR, THE NORTHWEST CORNER OF A TRACT OF 90½ SQUARE POLES CONVEYED BY R. H. COCHRAN, ET UX TO B. L. LAYNE, ET UX BY DEED OF RECORD IN BOOK 362, PAGE 564, R.O.D.C. TENNESSEE; THENCE SOUTH 39 DEGREES EAST 8 POLES TO A STAKE, THE SOUTHWEST CORNER OF LAST MENTIONED TRACT, THENCE NORTH 61½ DEGREES EAST 11 POLES TO A STAKE IN THE MIDDLE OF SAID NOLENSVILLE PIKE, THENCE WITH THE CENTER OF SAID PIKE SOUTH 33½ DEGREES EAST 33.68 POLES TO THE POINT OF BEGINNING, CONTAINING 14 ACRES 130½ POLES, MORE OR LESS, AND BEING THE REMAINDER OF THE 16-7/8 ACRE TRACT CONVEYED TO R. H. COCHRAN BY C. P. WILLIAMS, ET UX, BY DEED OF RECORD IN BOOK 340, PAGE 180, R.O.D.C. TENNESSEE, AFTER EXCLUDING FROM SAID ORIGINAL TRACT THE TWO TRACTS ABOVE MENTIONED AS HAVING BEEN CONVEYED BY SEPARATE INSTRUMENTS TO B. L. LAYNE, ET UX.

BEING THAT TRACT OF LAND DESCRIBED AS TRACT NO. 1 IN THE DEED FROM R. H. COCHRAN, SR., ET UX TO R. H. COCHRAN, JR., ET UX OF RECORD IN BOOK 672, PAGE 267, R.O.D.C., TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LESTER L. TURBEVILLE AND WIFE, BEULAH T. TURBEVILLE, 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, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said LESTER L. TURBEVILLE AND WIFE, BEULAH T. TURBEVILLE, 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 -- in hand paid WE , the said LESTER L. TURBEVILLE AND WIFE, BEULAH T. TURBEVILLE, do hereby transfer and convey unto CARMACK COCHRAN , 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.