WE , the said N.R. PICKERING AND WIFE, CAROLINE W. PICKERING , 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 $ 5,000.00 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 N.E. PICKERING AND WIFE, CAROLINE W. PICKERING , 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 N.R. PICKERING AND WIFE, CAROLINE W. PICKERING, 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 E. W. WALLING 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 HILLSBORO HOMES, INC., A TENNESSEE CORPORATION WITHOUT A SEAL, and N.R. PICKERING AND WIFE, CAROLINE W. PICKERING , hereunto set our hands at NASHVILLE AND MCMINNVILLE , Tennessee, this the 3 day of MAY , 19 43.

ATTEST: M.J.MORGAN, SECRETARY

HILLSBORO HOMES, INC.
C.D. WALLING, PRESIDENT
N.R. PICKERING
CAROLINE W. PICKERING

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 N.R. PICKERING AND WIFE, CAROLINE W. PICKERING 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 X , of the said having appeared before me privately and apart from husband , the said X 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. X X

Witness my hand and official seal at Nashville, Tennessee, this 3 day of MAY 19 43.

My commission expires JULY 6TH 1943

(Seal) JOE W.RIVES Notary Public.

CORPORATE ACKNOWLEDGMENT FOR USE OF CORPORATIONS ONLY

STATE OF TENNESSEE COUNTY OF WARREN)

BEFORE ME, ETHEL EATON, A NOTARY PUBLIC WITHIN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED C.D. WALLING AND M.J. MORGAN, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON THEIR SEVERAL OATHS ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY RESPECTIVELY OF THE HILLSBORO HOMES, INC., 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 C.D. WALLING AS SUCH PRESIDENT AND ATTESTING THE SAME BY THE SAID M.J. MORGAN AS SUCH SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE AT MCMINNVILLE, TENNESSEE, ON THIS THE 7TH DAY OF MAY, 1943.

(SEAL) ETHEL EATON, NOTARY PUBLIC
COM.EXPIRES JAN 17, 1946

U.S.R.S.$1.65

REC'D MAY 14, 1943 AT 10:26 A.M.
CM

A

INSTALLMENT DEED

Book No. 1264

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED TWENTY-FIVE ($425.00) AND NO/100--- DOLLARS of which EIGHTY ($80.00) AND NO/100 - - - - - - DOLLARS has been paid in cash by JESSE OVERTON AND WIFE, LILLIE OVERTON, , the receipt of which is hereby acknowledged. and for the remainder THREE HUNDRED FORTY-FIVE ($345.00) AND NO/100 - - - - - - - - DOLLARS the said JESSE OVERTON AND WIFE, LILLIE OVERTON,

HAVE EXECUTED THEIR 35 JOINT PROMISSORY NOTES, OF EVEN DATE HEREWITH, THE FIRST 4 INSTALLMENTS BEING FOR $10.00 EACH AND THE LAST NOTE BEING FOR $5.00; THE FIRST NOTE FALLING DUE JUNE 1, 1943 AND THE OTHERS MONTHLY THEREAFTER AND PAYABLE TO THE ORDER OF MATTIE PATTERSON AND BEARING NO INTEREST UNTIL AFTER MATURITY.

Received for Record the 17th day of May 1943 at 10:26 A.M. and duly recorded in Book 1264 page 326 Register's Office of Davidson County, Tennessee. This 17th day of May 1943. Mattie Patterson

all of said notes bearing six per cent interest from MATURITY 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, MATTIE PATTERSON, UNMARRIED,

have this day bargained and sold, and do hereby transfer and convey, unto the said JESSE OVERTON AND WIFE, LILLIE OVERTON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TWO TRACTS OR PARCELS OF LAND IN THE 6TH, FORMERLY THE 8TH, CIVIL DISTRICT OF SAID COUNTY, DESCRIBED AS FOLLOWS:

FIRST TRACT: BEGINNING AT A STONE IN THOMAS PRIM'S SOUTH BOUNDARY LINE AND AT THE SOUTHWEST CORNER OF A LOT FORMERLY OWNED BY ROBERT PATTERSON; THENCE WESTWARD 8.8 POLES TO A HACKBERRY MARKED AS CORNER; THENCE NORTHWARD ALONG A STONE WALL 6.2 POLES TO A POINT IN THE MARGIN OF AN AVENUE; THENCE ALONG SAID AVENUE, EASTWARD 3 POLES TO A STONE, ROBERT PATTERSON'S NORTHWEST CORNER; THENCE SOUTHWARD ALONG SAID PATTERSON'S WEST BOUNDARY 6.32 POLES TO THE BEGINNING.

SECOND TRACT: BEGINNING IN THE SOUTH BOUNDARY LINE OF HENRY PATTERSON WEST OF HIS PRESENT RESIDENCE AT A STONE; THENCE NORTHWARD 6½ POLES TO A STONE; THENCE WESTWARD ALONG AN AVENUE 2.8 POLES TO A STONE; THENCE SOUTHWARD 6.32 POLES TO A STONE; THENCE EAST 3.3 POLES TO THE BEGINNING AND SITUATE 7 MILES FROM NASHVILLE WEST OF NOLENSVILLE PIKE.

THE TITLE TO SAID LAND WAS VESTED IN MATTIE PATTERSON BY DECREE OF THE CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE, IN THE CAUSE OF MATTIE PATTERSON VS. JOHN A.PATTERSON, MINUTE BOOK 39, PAGE 364, SECOND CIRCUIT COURT OF SAID COUNTY.

TAXES FOR THE YEAR 1943 TO BE ASSUMED BY PURCHASER.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JESSE OVERTON AND WIFE, LILLIE OVERTON, 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.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said JESSE OVERTON AND WIFE, LILLIE OVERTON, 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 JESSE OVERTON AND WIFE, LILLIE OVERTON do hereby transfer and convey unto WILLIAM O.LEE , 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.