WE , the said ETTA CARNEY GREEN AND HUSBAND BUFORD C.GREEN , 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.

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 ETTA CARNEY GREEN AND HUSBAND BUFORD C. GREEN , 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, IF 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 ETTA CARNEY GREEN, HER 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 MAX BENZ 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 E.L.HAMPTON TRUSTEE

and ETTA CARNEY GREEN AND HUSBAND, BUFORD C. GREEN , hereunto set our hands

at NASHVILLE , Tennessee, this the 19TH day of APRIL , 19 41.

E.L.HAMPTON
TRUSTEE
BUFORD C. GREEN
ETTA CARNEY GREEN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, C.H. PAMPLIN , a Notary Public in and for said County and State, the within named E.L.HAMPTON,TRUSTEE, AND ETTA CARNEY GREEN AND HUSBAND, BUFORD C. GREEN

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 X 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 30TH day of JUNE 1941.

My commission expires OCT 9, 1944.

(Seal) C.H. PAMPLIN
Notary Public.

U.S.R.S. $.55¢

REC'D AUG 2, 1943 AT 2:35 P.M.

CM

75647 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1274

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND NINE HUNDRED FIFTY & NO/100 / ($1950.00) DOLLARS

of which ONE THOUSAND ONE HUNDRED & NO/100 ($1100.00) DOLLARS has been paid in cash by JOHN T. BENSON AND WIFE, JIMMIE BENSON , the receipt of which is hereby acknowledged, and for the remainder EIGHT HUNDRED FIFTY & NO/100 ($850.00) DOLLARS

the said JOHN T. BENSON AND WIFE, JIMMIE BENSON, HAVE EXCUTED THEIR THREE PROMISSORY LIEN NOTES IN THE PRINCIPAL SUMS OF $283.33; $283.33 AND $283.34 DUE ONE, TWO AND THREE YEARS FROM DATE RESPECTIVELY AND PAYABLE TO THE ORDER OF CHARLES FRED LUCAS, WITH INTEREST AT FIVE PER CENT PER ANNUM DRAWN IN LIKE MANNER AS FOLLOWS:

$42.50, $28.34 AND $14.17 DUE ONE, TWO AND THREE YEARS AFTER DATE RESPECTIVELY

all of said notes bearing six FIVE 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

WE, CHARLES FRED LUCAS AND WIFE, REBECCA R. LUCAS

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

BEING LOTS NOS.4 AND 5 ON THE MAP SHOWING SUBDIVISION OF PART OF LOT NO.28 IN RIVERWOOD SUBDIVISION,AS OF RECORD IN BOOK NO.843, PAGE 11, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

SAID LOT NO.4 FRONTS 215 FEET ON THE WESTERLY SIDE OF GLENSHADE DRIVE AND RUNS BACK 136½ FEET ON THE SOUTHERLY LINE AND 215 FEET ON THE NORTHERLY LINE TO A COURT, AND SHOWS 25 FEET ON SAID COURT.

SAID LOT NO.5 FRONTS 210 FEET ON THE WESTERLY SIDE OF GLENSHADE DRIVE AND RUNS BACK 215 FEET ON THE SOUTHERLY LINE AND 202½ FEET ON THE NORTHERLY LINE TO A COURT, AND SHOWS 25 FEET ON SAID COURT. REFERS TO BOOK NO.633 PAGE 469, AND THE FOLLOWING DESCRIBED TRACT OF LAND;
BEING PART OF LOTS NOS.28 AND 31 AND A PART OF THE UNDIVIDED LAND LYING EAST OF SAID LOT NO.28 ON THE MAP OF RIVERWOOD SUBDIVISION,AS OF RECORD IN BOOK 547 PAGE 62, REGISTER'S OFFICE FOR SAID COUNTY, AND PART OF THE 30-FOOT ABOLISHED AVENUE AS SHOWN ON THE PLAN OF THE SUBDIVISION OF PART OF SAID LOT NO.28 OF RECORD IN BOOK 843, PAGE 11, SAID REGISTER'S OFFICE, DESCRIBED TOGETHER ACCORDING TO A SURVEY MADE BY Z.J. WILKINSON, SURVEYOR, NOV. 18, 1940, AS FOLLOWS:
BEGINNING AT A POINT, THE SOUTHEAST CORNER OF GLENSHADE DRIVE AND RIVERWOOD DRIVE; THENCE WITH THE SOUTHERLY MARGIN OF GLENSHADE DRIVE, NORTH 76 DEG. EAST 70 FEET, NORTH 61 DEG. 30' EAST 400 FEET, NORTH 36 DEG. 30' EAST 100 FEET, NORTH 13 DEG. 30' WEST 100 FEET, NORTH 36 DEG. 30' WEST 195 FEET TO AN IRON PIPE; THENCE NORTH 39 DEG. EAST 65 FEET TO THE CENTER OF A SPRING BRANCH; THENCE WITH THE CENTER OF SAID BRANCH, SOUTH 33 DEG. 30' EAST 100 FEET, S.66 DEG. 30' EAST 135 FT., S.36 DEG EAST 200 FT., S.11 DEG. EAST 94 FEET; THENCE WITH THE CENTER OF A DRAIN, S.76 DEG. 15' W.130 FT. S.59 DEG. 15' W. 536.FT. TO A WALNUT; THENCE S.69 DEG. 30' W.146 FT. TO THE EASTERLY MARGIN OF RIVERWOOD DRIVE; THENCE WITH SAID DRIVE, N.10 DEG. 30' E.165 FT. TO THE BEGINNING, CONTAINING 3.06 ACRES, MORE OR LESS. BEING THE SAME PROPERTY CONVEYED TO CHARLES FRED LUCAS BY DEED FROM EUGENE H.FLETCHER, OF RECORD IN BOOK 1148 PAGE 604, REGISTER'S OFFICE FOR SAID COUNTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN T. BENSON AND WIFE, JIMMIE BENSON,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, EXCEPT TAXES FOR 1943 WHICH HAVE BEEN PRORATED AND ASSUMED BY PURCHASERS. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN T. BENSON AND WIFE, JIMMIE BENSON,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 JOHN T. BENSON AND WIFE, JIMMIE BENSON do hereby transfer and convey unto JESS TALLEY , 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 certify that this instrument was received and duly recorded in Deed Book 1274 page 234 Register's Office for Davidson County, Tennessee. Aug 3, 1943 C.H. Pamplin Register By J.T. McClure Deputy Register