WE, , the said LEE JENKINS AND WIFE THELMA JENKINS, , 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 $ 4000.00 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 LEE JENKINS AND WIFE THELMA JENKINS, , 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 LEE JENKINS AND WIFE THELMA JENKINS 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 R.F. DAVIS, 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 R.F. DAVIS AND WIFE SALLIE O.DAVIS,

and LEE JENKINS AND WIFE THELMA JENKINS , hereunto set our hands

at NASHVILLE , Tennessee, this the 12 day of AUGUST , 19 43.

R.F. DAVIS,
SALLIE O.DAVIS,
LEE JENKINS
THELMA JENKINS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, DOROTHY DENIS, , a Notary Public in and for said County and State, the within named R.F.DAVIS AND WIFE SALLIE O. DAVIS, AND LEE JENKINS AND WIFE THELMA JENKINS

the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained. ~~And~~

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 16TH day of AUG. 19 43.

My commission expires OCT. 8TH,1945

(Seal) DOROTHY DENIS,
Notary Public.

U.S.R.S $ 4.40

RECEIVED SEPTEMBER 20TH,1943. AT 1;26 P.M. F.C.

NUMBER 101681 RECORDED SEPTEMBER 20TH,1943.

J.W.FRIERSON, --TO- JAMES E.WINSTON ET UX.

70734 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1278

FOR AND IN CONSIDERATION of the sum of TWENTY THREE HUNDRED FIFTY AND NO/100($2350.00) DOLLARS of which THREE HUNDRED FIFTY AND NO/100 ($350.00) DOLLARS has been paid in cash by JAMES E. WINSTON AND WIFE LILLIAN LEWIS WINSTON , the receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND ($2,000.00) DOLLARS the said JAMES E. WINSTON AND WIFE LILLIAN LEWIS WINSTON HAVE EXECUTED AND DELIVERED THEIR ONE HUNDRED ELEVEN (111) PROMISSORY NOTES, ALL DATED EVEN DATE HEREWITH, OF WHICH ONE HUNDRED TEN ARE FOR THE SUM OF EIGHTEEN ($18.00) DOLLARS, EACH AND THE LAST NOTE WHICH IS THE ONE HUNDRED ELEVEN NOTE IS FOR THE SUM OF ($20.00) THE INTEREST AT THE RATE OF 6% PER CENT HAS BEEN COMPUTED AND ADDED IN ON THE FACE OF EACH NOTE, MAKING THE FIRST ONE OF SAID NOTE FOR THE SUM OF $28.00 , EACH NOTE IS NINE CENTS 9¢ LESS THAN THE ONE THAT PROCEEDS IT. EXCEPT THE ONE HUNDRED ELEVENNOTE, WHICH IS THE LAST NOTE, WHICH IS FOR THE SUM OF $20.10. THE FIRST ONE OF SAID NOTES FALLS DUE AND BECOMES PAYABLE ON THE 17TH DAY OF OCTOBER 1943, AND ONE ON THE 17TH DAY OF EACH MONTH THEREAFTER UNTIL ALL OF SAID NOTES HAVE BEEN PAID IN FULL.

all of said notes bearing six per cent interest from ~~date~~ MATURITY 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, J.W.FRIERSON AN UNMARRIED MAN WHO IS MORE THAN 21 YEARS OF AGE.

have this day bargained and sold, and do hereby transfer and convey, unto the said JAMES E.WINSTON WIFE LILLIAN LEWIS WINSTON THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING THE SOUTHERLY 37 FEET OF LOT NO.THIRTY -THREE (33) IN HUDSON'S ADDITION TO NASHVILLE A PLAN OF WHICH ADDITION IS OF RECORD IN BOOK NO.21, PAGE 136, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE. SAID PART OF LOT NUMBER THIRTY THREE (33) FRONTS THIRTY SEVEN (37) FEET ON THE WESTERLY SIDE OF HUDSON STREET, AND RUNS BACK BETWEEN PARALLEL LINES I 150 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY THAT WAS CONVEYED TO OLA MAE BARNES BY DEED FROM J.H. HASTY JR., AND WIFE NELL HASTY OF RECORD IN BOOK 56, PAGE 280, ALSO THE SAME PROPERTY CONVEYED TO J.W.FRIERSON, BY DEED FROM OLA MAE BARNES OF RECORD IN BOOK 1272, PAGE 295 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

I declare that I am the true and lawful holder of the one hundred eleven notes secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 7 day of Jan 1953

Attest: T.B.Wilson DEPUTY REGISTER

Thelma Gibbens,

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES E. WINSTON AND WIFE LILLIAN LEWIS WINSTON 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 1943 TAXES WHICH THE PUPCHASERS ASSUMES AND AGREE TO PAY I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said JAMES E.WINSTON AND WIFE LILLIAN LEWIS WINSTON 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 ME in hand paid WE , the said JAMES E.WINSTON AND WIFE LILLIAM LEWIS WINSTON

do hereby transfer and convey unto Z. ALEXANDER LOOBY , 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.