WE , the said G.N. SWEENEY AND WIFE EMMA SWEENEY , 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 $ 2750.00 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 G.N. SWEENEY AND WIFE EMMA SWFENY , 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 G.N. SWEENEY AND WIFE EMMA SWEENEY 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 FLOYD ADKISSON 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.E.FELTS AND WIFE GRACE O. FELTS,

and G.N. SWEENEY AND WIFE EMMA SWEENEY , hereunto set our hands

at NASHVILLE , Tennessee, this the 30 day of SEPTEMBER , 1943.

E.E. FELTS,
GRACE O. FELTS,
G.N. SWEENEY
EMMA SWEENEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EDWIN E.CARLSON , a Notary Public in and for said County and State, the within named E.E.FELTS, AND WIFE GRACE O.FELTS, AND G.N. SWEENEY AND WIFE EMMA SWEENEY 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 4TH day of OCTOBER 19 43.

My commission expires JULY 10,1945.

U.S.R.S $ 3.85

(Seal) EDWIN E. CARLSON
Notary Public.

RECD OCTOBER 11TH,1943. AT 9;31 A.M. F.C.

NUMBER 11 PAGE
J. D. COOK AND WIFE,
SALLIE F. COOK

TO

RECORDED OCT. 11, 1943
WM. MARION YANEY AND WIFE
DANNIE YANEY & NOAH W. COOPER
TRUSTEE

21784 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1278

FOR AND IN CONSIDERATION of the sum of SEVEN HUNDRED DOLLARS DOLLARS

of which TWO HUNDRED DOLLARS IS PAID CASH DOLLARS has been paid in cash by

WILLIAM MARION YANEY , the receipt of which is hereby acknowledged, and for the remainder

FIVE HUNDRED ($500.00) DOLLARS

the said WILLIAM MARIAN YANEY AND WIFE, DANNIE HAVE EXECUTED THEIR FORTY-ONE NOTES FOR $12.00 EACH, AND ONE NOTE FOR $8.00; AND ALL NOTES DATED OCTOBER 11, 1943; THE FIRST NOTE BEING FOR $12.00 PRINCIPAL AND $2.50 INTEREST, OR A TOTAL OF $ 14.50: THE SECOND NOTE BEING FOR $12.00 PRINCIPAL AND $2.44 INTEREST, AND EACH SUCCEEDING NOTE BEING FOR 6¢ LESS EACH MONTH, TO AND INCLUDING THE 41ST NOTE; AND THE 42ND NOTE BEING FOR $8.00 PRINCIPAL AND 4¢ INTEREST, THE FIRST NOTE BEING DUE ONE MONTH AFTER DATE, AND THE OTHER NOTES DUE ONE ON EACH MONTH THEREAFTER IN REGULAR SUCCESSION, THE INTEREST BEING ADDED TO THE FACE OF EACH NOTE: NO NOTE TO BEAR INTEREST EXCEPT AFTER MATURITY; THE INTEREST BEING ALREADY ADDED TO THE FACE OF EACH NOTE; EACH NOTE BEING PAYABLE TO M. O. TIPPENS;

MATURITY ONLY

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

WE, J. D. COOK AND WIFE, SALLIE F. COOK

have this day bargained and sold, and do hereby transfer and convey, unto the said

WM. MARION YANEY AND WIFE DANNIE YANEY THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

IT BEING THE NORTH HALF OF THE 20 ACRES OF LAND IN THE 14TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, ABOUT THREE MILES NORTHEAST OF JOELTON, TENN., FRONTING ON THE EAST SIDE OF THE ROAD THAT RUNS FROM THE NASHVILLE AND CLARKSVILLE NEW PIKE TO THE SPRINGFIELD HWY. IT BEING THAT HALF OF SAID 20 ACRES THAT HAS ON IT AN OLD RESIDENCE, NOW OCCUPIED BY SAID YANEY AND WIFE, AND HAVING ON IT AN OLD CISTERN. THE SAID NORTH HALF OF TEN ACRES BEING THE NORTH HALF OF THE 20 ACRES DEEDED TO J. D. COOK AND WIFE, SALLIE F.COOK NOV. , 1937 BY DEED FROM JOHN F. WATERS AND WIFE, FLORENCE WATERS OF RECORD IN BOOK 1031, PAGE 652 OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENN.; THIS NORTH HALF OF SAID 20 ACRES HAVING A FRONTAGE ON THE SAID ROAD OF ABOUT 282.5 FEET AND RUNNING BACK BETWEEN PARALLEL LINES ABOUT 871/4 POLES OR 1439.6 FEET. THE SOUTH HALF OF SAID 20 ACRE TRACT IS NOW OWNED AND OCCUPIED BY RICHARD GREEN AND WIFE, PEARL A. GREEN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WILLIAM MARIAN YANEY AND WIFE DANNIE 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 BY TAXES FOR THE YEAR 1943, WHICH J. D. COOK AND WIFE WILL PAY.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said WILLIAM MARIAN YANEY AND WIFE, DANNIE 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 WILLIAM MARIAN YANEY AND WIFE, DANNIE do hereby transfer and convey unto NOAH W. COOPER, , 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.