WE , the said DELMA D.GREER A.. WIFE DOROTHY JUANITA GREER , 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 ~~$~~ INSURABLE VALUE 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 DELMA D.GREER AND WIFE, DOROTHY JUANITA GREER, , 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~~ 60 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 DELMA D.GREER & WF. DOROTHY JUANITA GREER, 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 WILLIAM C.LEE 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 LAURA J.CCLEMAN AND DELMA D.GREER AND WIFE DOROTHY JUANITA GREER ~~and~~ , hereunto set our hands at NASHVILLE, , Tennessee, this the 22 day of APRIL , 19 41 .

LAURA J.CCLEMAN

DELMA D.GREER

DOROTHY JUANITA GREER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.E.HARWOOD, , a Notary Public in and for said County and State, the within named LAURA J.CCLEMAN, A WIDOW, AND DELMA D. GREER AND WIFE, DOROTHY JUANITA GREER, 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 freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed. X

Witness my hand and official seal at Nashville, Tennessee, this 8TH day of MAY 19 41 .

My commission expires JULY 6, 1943.

(Seal) W.E.HARWOOD,
Notary Public.

U.S.R.S. $0.55
RECD DEC. 2ND, 1943 AT 2:10 P M

NUMBER 10[illegible]

INSTALLMENT DEED

Book No. 1278

FOR AND IN CONSIDERATION of the sum of SEVEN THOUSAND TWO HUNDRED FIFTY &00/100 / DOLLARS of which ONE THOUSAND TWO HUNDRED FIFTY ($1,250.00) AND 00/100 DOLLARS has been paid in cash by B.ROY KENNEDY JR. AND WIFE MAE W. KENNEDY , the receipt of which is hereby acknowledged, and for the remainder SIX THOUSAND & NO/100 ($6,000.00) DOLLARS the said B.ROY KENNEDY JR. AND WIFE MAE W. KENNEDY HAVE EXECUTED THEIR ONE PRINCIPAL PROMISSORY NOTE IN THE SUM OF SIX THOUSAND ($6,000.00) DOLLARS DATED NOVEMBER 30, 1943, ONE THREE YEARS AFTER DATE, PAYABLE TO THE ORDER OF "OURSELVES" AND ENDORSED AND NEGOTIATED BY SAID B.ROY KENNEDY , JR. AND WIFE MAE W. KENNEDY, FOR ITS FULL FACE VALUE WITH THE PRIVILEGE RESERVED OF PAYING SAID NOTE IN FULL OR ANY PART THEREOF IN MULTIPLES OF FIFTY ($50.00) DOLLARS ON ANY INTEREST PAYING DATE, SAID NOTE BEARING INTEREST AT THE RATE OF 5% PER ANNUM FROM DATE, PAYABLE SEMI-ANNUALLY ON THE 30TH DAY OF EACH MAY AND NOVEMBER , RESPECTIVELY UNTIL SAID PRINCIPAL NOTE IS PAID IN FULL

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 23 day of 1956

Attest: 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 I, MRS. ALICE SCRUGGS KELLY A WIDOW, OF LEGAL AGE,

have this day bargained and sold, and do hereby transfer and convey, unto the said B.ROY KENNEDY JR. AND WIFE MAE W. KENNEDY" THEIR,

heirs and assigns, certain real estate in Davidson County, Tennessee, ~~as follows:~~ AND WILLIAMSON COUNTY, TENNESSEE, AS FOLLOWS;
A TRACT OF LAND IN THE 7TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE AND IN THE 7TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE, DESCRIBED ACCORDING TO A COPY OF A SURVEY THEREOF MADE NOVEMBER 26, 1943, BY LEWIS D.JUSTICE , SURVEYOR, AS FOLLOWS;
BEGINNING AT A POINT IN THE CENTER LINE OF THE PRESENT OLD HICKORY BOULEVARD AT THE NORTHEAST CORNER OF THE LANDS OF MRS. ALICE SCRUGGS KELLY AND THE NORTHWEST CORNER OF THE LANDS OF J.P. OWEN, AT A POINT OPPOSITE A STAKE SET IN THE SOUTH MARGIN OF OLD HICKORY BOULEVARD, THENCE LEAVING SAID ROAD AND ALONG A FENCE BETWEEN THE KELLY AND OWEN LANDS, SOUTH 4° 15' EAST, PASSING THE DAVIDSON COUNTY LINE AND THE WILLIAMSON COUNTY LINE AT 765 FEET, IN ALL 1034 FEET TO A HACKBERRY TREE IN SAID FENCE LINE; THENCE ALONG ANOTHER FENCE NORTH 81° 35' WEST 299.7 FEET TO A STAKE; THENCE NORTH 4° 15' WEST 1000 FEET TO A POINT IN THE CENTER LINE OF THE OLD HICKORY BOULEVARD; THENCE WITH THE CENTER LINE OF THE SAME SOUTH 87° 26' EAST 299.7 FEET TO THE POINT OF BEGINNING, CONTAINING 7 ACRES.
THE ABOVE TRACT IS A PART OF A 278 ACRE TRACT OWNED BY MRS. ALICE SCRUGGS KELLY LOCATED IN THE 7TH DISTRICT OF BOTH DAVIDSON AND WILLIAMSON COUNTIES; 107.22 ACRES WAS SET ASIDE TO MRS. ALICE SCRUGGS KELLY BY DECREE OF THE COUNTY COURT OF DAVIDSON COUNTY, TENNESSEE IN THE CAUSE OF A.B. AND E.G. SCRUGGS VS. MRS. ALICE SCRUGGS KELLY, OF RECORD IN MINUTE BOOK 65, PAGE 372, AND 177.28 ACRES WAS DEVISED TO E.G. SCRUGGS AND MRS. ALICE SCRUGGS KELLY BY THE WILL OF EDWARD SCRUGGS, DECEASED, OF RECORD IN WILL BOOK 44, PAGE 414, OF THE COUNTY COURT FOR SAID COUNTY; THE ONE-HALF INTEREST OF E.G.SCRUGGS HAVING LATER BEEN CONVEYED TO MRS. ALICE SCRUGGS KELLY BY DEED OF RECORD IN DEED BOOK 63, PAGE 435, OF THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, AND IN BOOK 900 PAGE 443, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said B.ROY KENNEDY JR. AND WIFE MAE W. KENNEDY 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 B.ROY KENNEDY JR. AND WIFE MAE W. KENNEDY 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 B.ROY KENNEDY JR. AND WIFE MAE W. KENNEDY do hereby transfer and convey unto H.C. PEARSON , 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.