WE , the said G. W. OLINGER AND WIFE, MABEL JEWEL OLINGER , 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 $ 2250.00 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. W. OLINGER AND WIFE, MABEL JEWEL OLINGER , 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. W. OLINGER AND WIFE, MABEL JEWEL OLINGER, 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 W. L. BAINBRIDGE 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 ALLEN DOBSON AND WIFE, MARTHA BALLARD DOBSON

and G. W. OLINGER AND WIFE, MABEL JEWEL OLINGER , hereunto set our hands

at NASHVILLE , Tennessee, this the 1ST day of DECEMBER , 19 43.

ALLEN DOBSON.
MARTHA BALLARD DOBSON
G. W. OLINGER
MABEL JEWEL OLINGER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, K. H. MCKEE , a Notary Public in and for said County and State, the within named ALLEN DOBSON AND WIFE, MARTHA BALLARD DOBSON AND G. W. OLINGER AND WIFE, MABEL JEWEL OLINGER 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 7TH day of DECEMBER 19 43.

My commission expires APRIL 13, 1944 (Seal) K. H. MCKEE
U.S.R.S. $2.75 Notary Public.
REC DEC 7, 1943 AT 3:30 P M
LP

INSTALLMENT DEED

Book No. 1278

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND SEVEN HUNDRED SEVENTY-FOUR & 50/100 DOLLARS of which THREE HUNDRED & NO/100 - - - - - - - - - - - - - - - - - - DOLLARS has been paid in cash by HENRY ROLLER AND WIFE, ANNIE ROLLER , the receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND FOUR HUNDRED SEVENTY-FOUR & 40/100 ($3474.50) - - - - - - - - DOLLARS the said HENRY ROLLER AND WIFE, ANNIE ROLLER

HAVE THEIR INSTALLMENT LIEN NOTE OF EVEN DATE HEREWITHIN THE SUM OF $3474.50 PAYABLE IN 173 PAYMENTS AS FOLLOWS WITH SIX PER CENT INTEREST: THE FIRST PAYMENT FALLING DUE ONE MONTH AFTER DATE IN THE SUM OF $34.50 AND 172 EQUAL MONTHLY PAYMENTS OF $20.00 EACH PAYABLE ON THE SAME DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID IN FULL; EACH PAYMENT TO CARRY ITS OWN INTEREST FROM DATE AT SIX PER CENT PER ANNUM AS IF EACH PAYMENT WERE A SEPARATE NOTE, WITH THE PRIVILEGE AND RIGHT HEREBY RESERVED TO SAID HENRY ROLLER & WIFE, ANNIE ROLLER, OF PAYING THE SAID INSTALLMENT NOTE IN FULL ON ANY PAYING DATE.

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, HOUSTON EZELL AND WIFE, MABLE EZELL

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

HENRY ROLLER AND WIFE, ANNIE ROLLER,

THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A TRACT OF LAND IN THE 5TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING A PART OF THE SHACKLETT LAND, AND DESCRIBED ACCORDING TO A SURVEY MADE BY E.R. SOUTHGATE, SURVEYOR, DATED OCTOBER 4, 1943 AS FOLLOWS:

BEGINNING AT A POST AND TWO HACKBERRIES IN THE NORTH LINE OF DAVID JONES LAND; THENCE WITH JONES' NORTH LINE S. 89° E. 1365 FEET TO A POINT IN THE CENTER OF PRESTON ROAD, BEING JONES' N.W. CORNER AND IN THE LINE OF SARA WOODS LAND; THENCE WITH THE CENTER OF PRESTON ROAD N. 15° E. 376 FEET; THENCE N. 45° E. 100 FEET; THENCE LEAVING PRESTON ROAD AND ALONG THE CENTER LINE OF AN OLD COUNTY ROAD S. 89° E. 121 FEET; THENCE N. 45° E. 337.5 FEET; THENCE N. 35° E. 100 FEET TO HUGHES AND SHACKLETT'S CORNER; THENCE CONTINUING WITH THE CENTER OF THE OLD COUNTY ROAD N. 88° E. 445½ FEET; THENCE N. 39° E. 198 FEET; THENCE S. 80° E. 206½ FEET TO A STAKE IN THE CENTER OF SAID ROAD IN PHILLIPS' LINE; THENCE WITH PHILLIPS' LINE S. 709.5 FEET TO THE CENTER OF A SPRING; THENCE CONTINUING IN THE SAME DIRECTION 252 FEET TO THE POINT OF BEGINNING, CONTAINING 22.17 ACRES.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXCLUDED THEREFROM IS A SMALL TRACT OR PARCEL OF LAND WHICH HAS BEEN SET APART FOR THE EXPRESS USE OF THE SHACLETT FAMILY AS THEIR PRIVATE GRAVEYARD OR BURYING GROUND, AND IS JUST WEST OF THE OLD SHACKLETT RESIDENCE, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF SAID PUBLIC ROAD FOUR LINKS WEST OF THE N.E. CORNER OF A WIRE FENCE ENCLOSING A GRAVEYARD; THENCE S. 3½ POLES TO A STONE; THENCE WEST 2½ POLES TO A STONE; THENCE N. 3½ POLES TO THE CENTER OF A PUBLIC ROAD; THENCE EAST WITH THE CENTER OF SAID ROAD 2½ POLES TO THE BEGINNING, AS RESERVED IN THE DEED TO H.C. ROLLER FROM H.K. SHACKLETT AND WIFE, OF RECORD IN BOOK 412, PAGE 508, SAID REGISTERS OFFICE.

BEING THE SAME PROPERTY CONVEYED TO HOUSTON EZELL AND WIFE, MABLE EZELL, BY DEED FROM HENRY ROLLER AND WIFE, OF RECORD IN BOOK 1261, PAGE 641, SAID REGISTERS OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HENRY ROLLER AND WIFE, ANNIE ROLLER, -- 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said HENRY ROLLER AND WIFE, ANNIE ROLLER, 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 HENRY ROLLER AND WIFE, ANNIE ROLLER do hereby transfer and convey unto S.H. HUNT , 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.

Oct. 18 Filed for Record Atkins Mcginnis Clerk By Deputy Clerk