WE , the said CLIFFORD L.JACKSON AND WIFE KATIE BELLE JACKSON , 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 $ NONE 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 CLIFFORD L.JACKSON AND WIFE KATIE BELLE JACKSON , 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 OURSELVES, CUR 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 L.M. NELSON 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 CLIFFORD L.JACKSON AND WIFE KATIE BELLE JACKSON and JOHNNIE B.MCEWEN ET VIR HARRY MCEWEN , hereunto set our hands at NASHVILLE , Tennessee, this the 18 day of DEC. , 1943 .

JOHNNIE B.MCEWEN
HARRY MCEWEN
CLIFFORD L.JACKSON
KATIE BELLE JACKSON.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, CHARLES H.RUTHERFORD,JR., , a Notary Public in and for said County and State, the within named JOHNNIE.B.MCEWEN, HARRY MCEWEN, CLIFFORD L.JACKSON & KATIE BELLE.JACKSON the bargainorS , 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 18 day of DEC. 1943 .

My commission expires JULY 8, 1947. (Seal) CHARLES H.RUTHERFORD,JR., Notary Public.

U.S.R.S. $0.55

RECD DEC. 20, 1943 AT 10:30 A.M.

NUMBER 105985 RECORDED DEC 22, 1943 LILLIE DOUGLAS ET VIR TO DAVE LEAVER ET UX

75734 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1279

FOR AND IN CONSIDERATION of the sum of $2100.00 TWENTY ONE HUNDRED AND NO/100 DOLLARS of which EIGHTEEN HUNDRED AND NO/100 DOLLARS has been paid in cash by DAVE LEAVER AND WIFE, BEULAH LEAVER , the receipt of which is hereby acknowledged, and for the remainder DOLLARS the said $300.00 THREE HUNDRED AND NO/100 DAVE LEAVER AND WIFE, BEULAH LEAVER HAVE EXECUTED THEIR PROMISSORY NOTE IN THE SUM OF $300.00 PAYABLE TO LILLIE DOUGLAS IN MONTHLY INSTALLMENTS OF $7.00 PER MONTH, INCLUDING PRINCIPAL AND INTEREST. THE FIRST PAYMENT DUE DUE THIRTY DAYS FROM DATE AND ANOTHER PAYMENT ON THE SAME DAY OF EACH SUCCEEDING MONTH UNTIL SAID INDEBTEDNESS WITH INTEREST HAS BEEN PAID IN FULL. EXTRA PAYMENTS MAY BE MADE AT ANY TIME AND INTEREST WILL BE CHARGED ONLY ON THE UNPAID BALANCE. SAID NOTE BEARS SIX PER CENT INTEREST AND PROVIDES FOR THE PAYMENT OF ATTORNEYS FEES, AND TO SECURE SAID PRINCIPAL, INTEREST, AND ATTORNEY'S FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED, BUT SAID LIEN IS A SECOND LIEN, SUBORDINATE AND INFERIOR TO THE LIEN OF THE FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE, FULLY DESCRIBED IN A DEED OF TRUST TO LOUIS R. LINX, TRUSTEE, TO SECURE SAID ASSOCIATION IN THE PAYMENT OF A NOTE IN THE SUM OF $1300.00 OF EVEN DATE HEREWITH.

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

LILLIE DOUGLAS AND HUSBAND, J.M. DOUGLASS

have this day bargained and sold, and do hereby transfer and convey, unto the said DAVE LEAVER AND WIFE, BEULAH LEAVER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS.1 AND 2, AND ALL OF 3 EXCEPT A SMALL STRIP OUT OF THE SOUTHEAST CORNER THEREOF, AND THE NORTH PART OF LOT NO.4 ON THE MAP OF THE HARRIETT VESTER TRACT, OF RECORD IN BOOK 161 PAGE 109, REGISTER'S OFFICE FOR SAID COUNTY, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF COUNTY LANE AT THE INTERSECTION OF THE NORTH LINE OF A 12-FOOT LANE, SOMETIMES CALLED VESTER LANE, AT THE SOUTHWEST CORNER OF LOT NO.1; THENCE WITH THE NORTH LINE OF SAID VESTER LANE, NORTH 83½ DEGREES EAST 246 FEET TO AN IRON PIN IN THE NORTH MARGIN OF SAID LANE AT THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED TO CLARENCE DOUGLAS AND WIFE, BY DEED OF RECORD IN BOOK 1278 PAGE 310, SAID REGISTER'S OFFICE; THENCE ALONG CLARENCE DOUGLAS' WEST LINE NORTHERLY 110 FEET TO AN IRON PIN, DOUGLAS' NORTHWEST CORNER; THENCE NORTH 83½ DEGREES EAST PASSING DOUGLAS' NORTHEAST CORNER AT 50 FEET, AND ALONG THE NORTH LINE OF THE PROPERTY CONVEYED TO GEORGE HAYNES AND WIFE, IN ALL 100 FEET TO THE LINE BETWEEN LOTS NOS.4 AND 5, OF SAID VESTER TRACT, BEING 110 FEET NORTH OF THE NORTH MARGIN OF SAID VESTER LANE; THENCE WITH THE LINE BETWEEN LOTS NOS.4 AND 5, NORTHERLY 380 FEET TO A POINT, THE NORTHEAST CORNER OF LOT NO.4; THENCE SOUTH 57 DEGREES WEST 419.2 FEET TO THE CENTER OF THE FIRST MENTIONED COUNTY LANE, AT THE NORTHWEST CORNER OF LOT NO.1; THENCE WITH THE CENTER OF SAID LANE SOUTH 17 DEGREES EAST 330 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO LILLIE DOUGLAS BY DEED FROM W.H. RAGAN AND WIFE, OF RECORD IN BOOK 1258 PAGE 247, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said DAVE LEAVER AND WIFE, BEULAH LEAVER, 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said DAVE LEAVER, AND WIFE, BEULAH LEAVER, 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 DAVE LEAVER AND WIFE, BEULAH LEAVER, do hereby transfer and convey unto FLOYD ADKISSON , 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.