WE , the said WILLIAM E. WELCH AND WIFE GLADYS WELCH, , 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 $ 3500.00 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 WILLIAM E. WELCH AND WIFE, GLADYS WELCH , 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, OR 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 WILLIAM E. WELCH AND WIFE, GLADYS WELCH, 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 E.B. WALTON 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 MANNING B. KIRBY AND WIFE, MONTE M.KIRBY, and WILLIAM E. WELCH AND HIS WIFE, GLADYS WELCH, , hereunto set our hands at NASHVILLE , Tennessee, this the 1ST day of DECEMBER , 19 43.

MANNING B. KIRBY
MONTE M.KIRBY
WILLIAM E. WELCH
GLADYS WELCH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WADE SAIN , a Notary Public in and for said County and State, the within named MANNING B. KIRBY AND HIS WIFE, MONTE M.KIRBY, AND WILLIAM E. WELCH AND HIS WIFE, GLADYS WELCH, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And XX , 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.

Witness my hand and official seal at Nashville, Tennessee, this 21ST day of DECEMBER 19 43..

My commission expires APRIL 6 1944

(Seal) WADE SAIN
Notary Public.

U.S.R.S. $1.10

REC'D JAN 12, 1944 AT 10:33 A.M.

CM

75734 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1279

FOR AND IN CONSIDERATION of the sum of EIGHT HUNDRED, FIFTY-FIVE ($855.00)AND NO/100 DOLLARS of which FIVE ($5.00) AND CO/100 DOLLARS has been paid in cash by the said JOE D. BAUGUS AND WIFE ELIZABETH BAUGUS the receipt of which is hereby acknowledged, and for the remainder PART OF

FOUR HUNDRED, FIFTY ($450.00) AND DO/100 DOLLARS

JOE D. BAUGUS AND WIFE, ELIZABETH BAUGUS HAVE EXECUTED THEIR 30 JOINT PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF J.P. ELLIS,TRUSTEE, MONTHLY. SAID 30 NOTES BEING FOR THE PRINCIPAL SUM OF $15.00 EACH. THE INTEREST HAS BEEN EQUALIZED, AND THE AVERAGE INTEREST OF $1.16 ADDED TO THE FACE OF EACH NOTE, MAKING EACH OF SAID NOTES FOR $16.15 (PRINCIPAL AND AVERAGE INTEREST TO MATURITY) AND PROVIDING FOR PAYMENT BEFORE MATURITY AT A DISTANCE OF SEVEN AND ONE-HALF (.07½) CENTS PER MONTH FOR THE UNEXPIRED TIME IF PAID IN THE ORDER OF MATURITY.

THE FIRST OF SAID 30 NOTES FALLS DUE JANUARY 16, 1943, AND THE OTHERS,ONE ON THE 16TH.,DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID. AND FOR THE REMAINDER, FOUR HUNDRED ($400.00) DOLLARS, THE SAID JOE D. BAUGUS AND WIFE, HAVE EXECUTED THEIR ONE NOTE, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF J.P. ELLIS,TRUSTEE, AT 32 MONTHS FROM DATE, AUGUST 16,1945, WITH INTEREST PAYABLE SEMI-ANNUALLY, AFTER MATURITY EXCEPT NOTE $100, INTEREST SEMI-ANNUALLY 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

TO JOE D. BAUGUS AND WIFE, ELIZABETH BAUGUS I, J.P. ELLIS,TRUSTEE FOR J.PORTER ELLIS AND JIMMIE W. ELLIS, WITH FULL POWER TO SELL,MORTGAGE OR CONVEY,ETC. WITHOUT

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

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

J.PORTER ELLIS & JIMMIE ELLIS JOINING IN SAID CONVEYANCE, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID JOE D. BAUGUS AND WIFE, ELIZABETH BAUGUS, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY,TENNESSEE, AS FOLLOWS:

BEING LOT NO.3 AND A STRIP OF LAND IMMEDIATELY EAST OF SAME ON THE PLAN OF J.P. ELLIS' GLENCLIFF SUBDIVISION, SECTION "A" A PART OF THE MORTON,TRACT, AS OF RECORD IN BOOK 1130, PAGE 23, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

SAID LOT NO.3 AND STRIP OF LAND FRONT 100 FEET ON THE EASTERLY SIDE OF GLENCLIFF ROAD, AND TOGETHER WITH SAID STRIP OF LAND RUNS BACK, BETWEEN PARALLEL LINES, 1064 FEET TO A DEAD LINE AND MEASURES 100 FEET THEREON.

AND BEING PART OF THE LAND CONVEYED TO J.P. ELLIS,TRUSTEE, BY DEED FROM A. HAMILTON MORTON ET AL OF RECORD IN BOOK 1140 PAGE 88, SAID REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOE D. BAUGUS AND WIFE, ELIZABETH BAUGUS, 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.

EXCEPT AS ABOVE SET OUT.

I further covenant and bind MYSELF, MY SUCCESSORS ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said JOE D. BAUGUS AND WIFE, ELIZABETH BAUGUS, 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 JOE D. BAUGUS AND WIFE, ELIZABETH BAUGUS do hereby transfer and convey unto J.W. RICHMOND , 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.