I, , the said H.H.POTTER, , do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured against fire and windstorm 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.

I 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 I 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 I , the said H.H.POTTER, , 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 I 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, I 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.

I 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. I 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 H.H.POTTER, HIS 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.H.HAYNES, 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 THIRD NATIONAL BANK IN NASHVILLE A CORPORATION HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL ATTACHED and THE SAID H.H.POTTER, , hereunto set our hands at NASHVILLE , Tennessee, this the 12TH day of JANUARY , 19 44.

(SEAL) THIRD NATIONAL BANK IN NASHVILLE
BY F.M. FARRIS,
PRESIDENT

ATTEST W.J. DIEHL
CASHIER, H.H.POTTER,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, R. EUGENE MYERS, , a Notary Public in and for said County and State, the within named H.H.POTTER, the bargainor , with whom I am personally acquainted, and who acknowledged that HE 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 12 day of JANUARY 19 44.

My commission expires JAN.6, 1947

(Seal) R.EUGENE MYERS,
Notary Public.

STATE OF TENNESSEE.
COUNTY OF DAVIDSON

BEFORE ME R.EUGENE MYERS, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE DULY COMMISSIONED AND QUALIFIED PERSONALLY APPEARED F.M. FARRIS, AND W.J.DIEHL, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON THEIR SEVERAL OATHS ACKNOWLEDGED THEM SELVES TO BE RESPECTIVELY THE PRESIDENT AND CASHIER OF THE THIRD NATIONAL BANK IN NASHVILLE NASHVILLE, TENNESSEE, THE WITHIN NAMED BARGAINOR, A NATIONAL BANKING CORPORATION AND THAT THEY AS SUCH PRESIDENT AND CASHIER BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY THE SAID F.M. FARRIS SUBSCRIBING THERETO THE NAME OF THE CORPORATION BY HIM SELF AS SUCH PRESIDENT AND BY THE SAID W.J.DIEHL ATTESTING THE SAME AND AFFIXING THEREON THE CORPORATE SEAL.
WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE IN NASHVILLE, TENNESSEE, THIS THE 12 DAY OF JANUARY 1944.

(SEAL)
R.EUGENE MYERS,
NOTARY PUBLIC

U.S.R.S. $20.35
MY COMMISSION EXPIRES JAN. 6, 1947
RECEIVED JANUARY 12TH,1944. AT 1;05 P.M.
F.C.

75734 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1279

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND SIX HUNDRED ($ 2,600.00) AND NO/100 DOLLARS of which THREE HUNDRED ($300.00) AND NO/100 DOLLARS has been paid in cash by PART OF WILLIE D. HARRIS AND WIFE JESSIE N. HARRIS , the receipt of which is hereby acknowledged, and for the remainder THE SAID WILLIE D.HARRIS AND WIFE JESSIE N.HARRIS ASSUME AND AGREE TO PAY THE BALANCE the said OF $1300.00 OF AN ORIGINAL INDEBTEDNESS OF $1500.00 AND UNPAID INTEREST AMOUNTING TO $48.70 SECURED BY VENDOR'S LIEN RETAINED IN DEED FROM ELIZABETH BILBRO TO LOUIS EDWARD BINKLEY OF RECORD IN BOOK 1264, PAGE 197 OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE AND ALSO ASSUMES $11.30 OF 1943 TAXES; AND FOR THE REMAINDER THE SAID WILLIE D. HARRIS AND WIFE JESSIE N. HARRIS HAVE EXECUTED THEIR 47 JOINT PROMISSORY NOTES, OF EVEN DATE HEREWITH FOR $20.00 EACH, THE FIRST NOTE FALLING DUE FEBRUARY 12,1944, AND THE OTHERS MONTHLY THEREAFTER, RESPECTIVELY, AND PAYABLE TO THE ORDER OF ELDRED D.RADER, AND WIFE EDNA R.RADER,

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, ELDRED D.RADER AND WIFE EDNA R.RADER,

have this day bargained and sold, and do hereby transfer and convey, unto the said WILLIE D. HARRIS AND WIFE JESSIE N. HARRIS, THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: LAND IN THE 14TH FORMERLY THE 24TH CIVIL DISTRICT OF SAID COUNTY, DESCRIBED AS FOLLOWS,
BEGINNING AT A PLANTED STONE IN THE OAKLAND PUBLIC ROAD; THENCE SOUTH 83° WEST 20.24 POLES TO A FENCE POST STANDING SOUTH 5° EAST 18 LINKS FROM THE ORIGINAL CORNER; THENCE NORTH 5° WEST 57 POLES TO A BLACK OAK IN LUCARINI'S SOUTH LINE, AND WITH SAME NORTH 88° WEST 41 POLES TO A DOGWOOD ; THENCE SOUTH 7° EAST 34 POLES TO A STAKE AT THE CORNER OF THE MOSLEY TRACT THENCE SOUTH 10° EAST 18 POLES TO A STAKE; THENCE NORTH 88° EAST 10 POLES TO A STAKE; THENCE SOUTH 19° WEST 14.48 POLES TO A STAKE; THENCE SOUTH 22° EAST 24 POLES TO A STAKE WITH TWO CHESTNUT POINTERS; THENCE SOUTH 89° EAST 28.36 POLES TO A STONE, A CORNER OF THE TRACT BOUGHT OF A.V. CARNEY; THENCE NORTH 87½° EAST 32 POLES TO A POPLAR STUMP IN GARDNER'S LINE AND WITH SAME NORTH 36.28 POLES TO A STAKE AT THE TOBACCO BARN NEAR SAID ROAD; THENCE SOUTH 73½° WEST 20 POLES TO THE BEGINNING, CONTAINING 26½ ACRES MORE OR LESS, INCLUDING BUT EXCLUDING THEREFROM THAT PART OF SAID LAND USED FOR ROADWAY PURPOSES.

BEING THE SAME PROPERTY CONVEYED TO ELDRED D.RADER, AND WIFE EDNA R. RADER, BY DEED FROM LOUIS EDWARD BINKLEY, OF RECORD IN BOOK 1272, PAGE 593, REGISTER'S OFFICE FOR SAID COUNTY.

TAXES FOR THE YEARS 1943, AND 1944, ASSUMED BY PURCHASERS.
IT IS HEREBY AGREED THAT THE PURCHASERS, ARE NOT TO CUT AND SELL ANY TIMBER ON THE LAND WITH OUT APPLYING THE PROCEEDS THEREOF TO THE WITHIN DESCRIBED DEBT PROVISION HOWEVER IS GRANTED BY THE SELLERS THAT WOOD FOR FIREWOOD AND TIMBER FOR IMPROVEMENTS OF THE PREMISES MAY BE USED.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WILLIE D.HARRIS AND WIFE JESSIE N.HARRIS, 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 WILLIE D. HARRIS AND WIFE JESSIE N.HARRIS, 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 WILLIE D. HARRIS AND WIFE JESSIE N.HARRIS do hereby transfer and convey unto WILLIAM O. LEE, , 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.