WE, , the said J.R.SHELTON AND WIFE ELIZABETH SHELTON , 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 $ 2,000.00 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 J.R.SHELTON AND WIFE ELIZABETH SHELTON , 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 J.R.SHELTON AND WIFE

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 C.C. ELLIS, 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 G.W. TRIBBLE AND WIFE GOLDIE TRIBBLE and J.R.SHELTON AND WIFE ELIZABETH SHELTON , hereunto set our hands at NASHVILLE , Tennessee, this the 19TH day of JANUARY , 19 44.

G.W.TRIBBLE
GOLDIE TRIBBLE
J.R.SHELTON
ELIZABETH SHELTON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, D.R.MYERS, a Notary Public in and for said County and State, the within named G.W.TRIBBLE AND WIFE GOLDIE TRIBBLE AND J.R. SHELTON AND WIFE ELIZABETH SHELTON the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

~~And~~ 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.

~~of the said~~

Witness my hand and official seal at Nashville, Tennessee, this 19TH day of JANUARY 19 44.

My commission expires APRIL 26, 1945.
U.S.R.S.$ 3.85

(Seal) D.R.MYERS,
Notary Public.

RECEIVED JANUARY 20TH, 1944. AT 10.;; A.M.

75756 MARSHALL & BRUCE CO NASHVILLE

INSTALLMENT DEED

Book No. 1279

FOR AND IN CONSIDERATION of the sum of ($4,000.00) FOUR THOUSAND AND 00/100 DOLLARS of which FOUR HUNDRED AND 00/100 ($400.00) DOLLARS has been paid in cash by FRANK MOLTEN SIMPKINS AND WIFE SUSIE MANILLA TIDWELL SIMPKINS , the receipt of which is hereby acknowledged, and for the remainder

THIRTY SIX HUNDRED AND NO/100 ($3600.00) DOLLARS ~~DOLLARS~~

the said FRANK MOLTEN SIMPKINS AND WIFE SUSIE MANILLA TIDWELL SIMPKINS HAVE THIS DAY EXECUTED THE FOLLOWING NOTES; ONE NOTE NO.1 FOR ONE THOUSAND AND 00/100 ($1000.00) DOLLARS PAYABLE EIGHT (8) YEARS FROM DATE OF THIS INSTRUMENT, BEARING 6% INTEREST FROM DATE, INTEREST PAYABLE MONTHLY, AND ONE NOTE NO.2 FOR ONE THOUSAND AND 00/100 ($1,000.00) DOLLARS PAYABLE EIGHT (8) YEARS FROM DATE ON THIS INSTRUMENT BEARING 6% INTEREST FROM DATE, INTEREST PAYABLE MONTHLY AND NINETY SIX (96) MONTHLY PAYMENTS NOTES FIRST ONE OF WHICH IS FOR THE SUM OF $24.66 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER IS FOR AN AMOUNT .0833 CENTS LESS THAN THE PRECEDING NOTE, THUS MAKING NOTE NUMBER 95 FOR $16.82 AND NOTE NUMBER 96 FOR $17.38. NONE OF THE MONTHLY PAYMENT NOTES BEAR INTEREST EXCEPT FROM MATURITY, AS INTEREST AT THE RATE OF 6% PER ANNUM HAS BEEN COMPUTED AND ADDED IN THE FACE OF EACH OF THE MONTHLY PAYMENT NOTES, THE FIRST ONE OF WHICH FALLS DUE JANUARY 11- 1944, AND ONE ON THE 11TH DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID. ALL OF THE ABOVE DESCRIBED NOTES ARE PAYABLE TO THE ORDER OF MARGUERITE LUCILE TAYLOR AND CATHERINE VALERIE SIMPKINS, THE TWO ABOVE DESCRIBED NOTES OF $1000.00 EACH ARE FIRST OR PRIOR LIEN TO ALL THE OTHER NOTES. ALL OF ABOVE DESCRIBED NOTES BEARING SIX PERCENT INTEREST FROM MATURITY

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 5 day of Oct 1951.

Attest: T.B. Watson DEPUTY REGISTER Marguerite Lucile Taylor
Catherine Valerie Simpkins

~~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, MARGUERITE LUCILE TAYLOR AND CATHERINE VALERIE SIMPKINS, BEING THE ONLY CHILDREN AND HEIRS AT LAW OF MARY E. BAINBRIDGE MATHEWS DECEASED.
have this day bargained and sold, and do hereby transfer and convey, unto the said FRANK MOLTEN SIMPKINS AND WIFE SUSIE MANILLA TIDWELL SIMPKINS,

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

BEING A TRACT OF LAND AT SCOTTSBORO ,TENNESSEE , IN THE 13TH CIVIL DISTRICT OF DAVIDSON COUNTY,TENNESSEE, SURVEYED DECEMBER 20-1943, FOR MRS. SAM J.TAYLOR AND SISTER BY JOHN WILKES,CIVIL ENGINEER, COUNTY SURVEYOR OF DAVIDSON COUNTY,TENNESSEE,

BEING A PART OF THE JEROME HYDE ESTATE, A PLAN OF WHICH IS OF RECORD IN MINUTE BOOK I, PAGE 472, COUNTY COURT CLERK'S OFFICE DAVIDSON COUNTY TENNESSEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS;
BEING A TRACT OF NINE ACRES BEGINNING AT A POINT IN THE CENTER OF THE OLD HYDES FERRY ROAD, THE SAME BEING WHITTEN MEIBR'S NORTHWEST CORNER OF HIS 10 ACRE TRACT; RUNNING FROM S AID BEGINNING POINT ALONG THE EAST MARGIN OF A LANE, SOUTH 25 DEGREES EAST 545 FEET MORE OR LESS TO THE CENTER OF SULPHUR CREEK, THENC DOWN SAID CREEK WITH ITS MEANDERS, APPROXIMATELY COURSES AS FOLLOWS; SOUTH 80 DEGREES WEST 410 FEET NORTH 89 DEGREES WEST 215 FEET; SOUTH 3½ DEGREES WEST 325 FEET TO A POINT OPPOSITE A SMALL HACKBERRY; THENCE LEAVING THE CREEK NORTH 25 DEGREES WEST 850 FEET TO A POINT IN CENTER OF OLD HYDES FERRY PIKE THENCE WITH THE SAME NORTH 88 DEGREES EAST 404 FEET; THENCE NORTH 63 DEGREES EAST 400 FEET TO THE POINT OF BEGINNING, CONTAINING 9 ACRES MORE OR LESS, BEING PART OF THE SAME TRACT OF LAND DEEDED TO MARY E. BAINBRIDGE MATHEWS ON AUGUST 18-1904 OF RECORD IN DEED BOOK 296, PAGE 437, AND WE, THE GRANTORS ARE THE ONLY CHILDREN HEIRS AT LAW OF THE SAID MARY E. BAINBRIDGE MATHEWS DECEASED.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FRANK MOLTEN SIMPKINS AND WIFE SUSIE MANILLA TIDWELL SIMPKINS, 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. EXCEPT 1944 TAXES WHICH PURCHASERS ASSUME WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said FRANK MOLTEN SIMPKINS AND WIFE SUSIE MANILLA TIDWELL SIMPKINS 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 FRANK MOLTEN SIMPKINS AND WIFE SUSIE MANILLA TIDWELL SIMPKINS , Trustee, his successors and assigns, the do hereby transfer and convey unto W.L.BAINBRIDGE real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.