WE , the said BASIL CLYDE HINDMAN AND WIFE, NAOMI D. HINDMAN , 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 $ 3,800.00 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 BASIL CLYDE HINDMAN AND WIFE, NAOMI D. HINDMAN , 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 BASIL CLYDE HINDMAN AND WIFE, NAOMI D. HINDMAN 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 HERSCHEL GREER 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 LEWIS R. MEFFORD, TRUSTEE AND LEWIS R. MEFFORD AND WIFE, MARY E. MEFFORD and BASIL CLYDE HINDMAN AND WIFE, NAOMI D. HINDMAN , hereunto set our hands at NASHVILLE , Tennessee, this the 13TH day of OCTOBER , 19 42.

BASIL CLYDE HINDMAN

NAOMI D. HINDMAN

LEWIS R. MEFFORD, TRUSTEE
LEWIS R. MEFFORD
MARY E. MEFFORD

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WILMA S. WHITE , a Notary Public in and for said County and State, the within named LEWIS R. MEFFORD, TRUSTEE AND BASIL CLYDE HINDMAN AND WIFE, NAOMI D. HINDMAN, AND LEWIS R. MEFFORD AND WIFE, MARY E. MEFFORD the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ~~X~~ , ~~X~~ of the said ~~X~~ having appeared before me privately and apart from husband , the said ~~X~~ , acknowledged the execution of the said instrument to have been done by ~~X~~ 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 13TH day of OCTOBER 19 42.

My commission expires APRIL 10, 1945 (Seal) WILMA S. WHITE
Notary Public.

J.S.R.S. $1/10
REC FEB 23, 1944 AT 2:48 P M
LP

NUMBER 1370
RECORDED FEB 23, 1944

LEWIS R. MEFFORD, TRUSTEE
--TO--
H. E. BRINKLEY ET UX
LOUISE BRINKLEY

75736 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1279

FOR AND IN CONSIDERATION of the sum of FORTY-THREE HUNDRED AND TWENTY SIX & 98/100 / ($4,326.98) DOLLARS of which ONE HUNDRED AND SIXTY-EIGHT & 22/100 ($168.22)--- DOLLARS has been paid in cash by H. E. BRINKLEY AND WIFE, LOUISE BRINKLEY , the receipt of which is hereby acknowledged, and for the remainder FORTY-ONE HUNDRED AND FIFTY-EIGHT & 76/100 ($4,158.76)--- DOLLARS the said H. E. BRINKLEY AND WIFE, LOUISE BRINKLEY HAVE ASSUMED AND AGREE TO PAY A LOAN IN THE AMOUNT OF $3,800.00, SECURED BY DEED OF TRUST TO HERSCHEL GREER, TRUSTEE, OF RECORD IN BOOK 1219, PAGE 165, R.O.D.O., TENNESSEE AND FOR THE BALANCE OF THE CONSIDERATION SAID PURCHASERS HAVE EXECUTED A NOTE IN THE AMOUNT OF $358.76, DATED OCTOBER 1ST, 1942, DUE ON OR BEFORE THIRTY (30) MONTHS FROM DATE, PAYABLE AT THE RATE OF $11.96 EACH MONTH, PLUS INTEREST AT FIVE PER CENT (5%), THE FIRST PAYMENT FALLING DUE NOVEMBER 1ST, 1942, AND ON THE FIRST OF EACH CONSECUTIVE MONTH THEREAFTER.

FIVE
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 I, LEWIS R. MEFFORD, TRUSTEE, PURSUANT TO THE POWER AND AUTHORITY VESTED IN ME IN THE DEED FROM NASHVILLE BREEKO BLOCK & TILE COMPANY, A TENNESSEE CORPORATION, OF RECORD IN BOOK 1237, PAGE 291, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND LEWIS R. MEFFORD AND WIFE, MARY E. MEFFORD have this day bargained and sold, and do hereby transfer and convey, unto the said H. E. BRINKLEY AND WIFE, LOUISE BRINKLEY, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY TENNESSEE, BEING LOTS NOS. 49 TO 52 BOTH INCLUSIVE OF BLOCK "A" ON THE MAP OF MARTHONNA, A SUBDIVISION BY CUMBERLAND DEVELOPMENT COMPANY OF THE EZELL FARM, NOT OF RECORD AND DESCRIBED ACCORDING TO A COPY OF A SURVEY THEREOF MADE IN DECEMBER 1937, BY J. A. MEFFORD, SURVEYOR, AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY MARGIN OF EZELL ROAD EAST 1120.9 FEET SOUTH OF THE SOUTHERLY MARGIN OF OLD HICKORY BOULEVARD, BEING THE COMMON CORNER OF LOTS NOS. 48 AND 49; THENCE WITH THE LINE BETWEEN SAID LOTS EASTERLY 418.9 FEET TO A POINT; THENCE SOUTH 1° 32' WEST 100 FEET TO THE COMMON CORNER OF LOTS NOS. 52 AND 52; THENCE WITH THE LINE BETWEEN SAID LOTS WESTERLY 420.4 FEET TO THE EASTERLY MARGIN OF EZELL ROAD EAST; THENCE WITH THE MARGIN OF THE SAME NORTH 2° 58' EAST 100 FEET TO THE POINT OF BEGINNING;

BEING PART OF THE SAME PROPERTY CONVEYED TO LEWIS R. MEFFORD, TRUSTEE, BY DEED FROM THE NASHVILLE BREEKO BLOCK & TILE COMPANY, A TENNESSEE CORPORATION, OF RECORD IN BOOK 1237, PAGE 291, SAID REGISTER'S OFFICE.

I declare that I am the Trustee authorized by the owner of the note secured by this deed of trust to execute this release.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said H. E. BRINKLEY AND WIFE, LOUISE BRINKLEY, 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. WITH THE EXCEPTION OF THE AFORESAID LOAN I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said H. E. BRINKLEY AND WIFE, LOUISE BRINKLEY, 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 H. E. BRAINKLEY AND WIFE, LOUISE BRINKLEY do hereby transfer and convey unto HERSCHEL GREER , 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.