WE , the said GILBERT ALLEN RUSSELL AND WIFE, MILDRED D. RUSSELL 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 GILBERT ALLEN RUSSELL AND WIFE, MILDRED D. RUSSELL , 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 GILBERT ALLEN RUSSELL AND WIFE, MILDRED D. RUSSELL, 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 WILLIAM O. LEE 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 EUNICE B. HAHN

and GILBERT ALLEN RUSSELL AND WIFE, MILDRED D. RUSSELL , hereunto set our hands

at NASHVILLE , Tennessee, this the 28 day of FEBRUARY , 19 44.

EUNICE B. HAHN
GILBERT ALLEN RUSSELL
MILDRED D. RUSSELL

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MADE SAIN , a Notary Public in and for said County and State, the within named EUNICE B. HAHN AND GILBERT ALLEN RUSSELL AND WIFE, MILDRED D. RUSSELL

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 28TH day of FEBRUARY 19 44.

My commission expires APRIL 6, 1944

(Seal) MADE SAIN
Notary Public.

U.S.R.S. $2.75
REC MAR 1, 1944 AT 3:05 P M
LP

INSTALLMENT DEED

Book No. 1279

FOR AND IN CONSIDERATION of the sum of SIX HUNDRED FIFTY AND NO/100 ($650.00) DOLLARS of which TWO HUNDRED SIXTEEN AND 67/100 ($216.67) DOLLARS has been paid in cash by LUCIAN W. WILKINS AND WIFE ELIZABETH W.WILKINS, the receipt of which is hereby acknowledged, and for the remainder FOUR HUNDRED THIRTY-THREE AND 33/100 ($433.33) - DOLLARS the said LUCIAN W.WILKINS AND ELIZABETH W.WILKINS

HAVE EXECUTED AND DELIVERED TO US THEIR FORTY-THREE JOINT PROMISSORY NOTES - THE FIRST FORTY-TWO OF WHICH ARE EACH IN THE PRINCIPAL SUM OF $10.00, AND THE LAST, OR FORTY-THIRD, NOTE FOR THE PRINCIPAL SUM OF $13.33, BUT THE INTEREST TO DATE AT 6% PER ANNUM HAS BEEN CALCULATED AND ADDED INTO THE FACE OF EACH NOTE, THEREBY MAKING THE FIRST OF SAID NOTES IN THE PRINCIPAL SUM OF $12.17 AND EACH OF THE SUCCEEDING NOTES FOR A SUM FIVE CENTS LESS THAN THE NEXT PRECEDING NOTE - THE FIRST ONE OF SAID NOTES BEING PAYABLE ON OR BEFORE ONE MONTH AFTER ITS DATE, AND THE OTHERS ONE ON OR BEFORE EACH MONTH THEREAFTER UNTIL ALL HAVE BECOME DUE AND PAYABLE, SAID NOTES BEING PAYABLE TO THE ORDER OF THE UNDERSIGNED MARTHA PRYOR -

MATURITY

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, MARTHA PRYOR AND HUSBAND ED PRYOR,

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

LUCIAN W.WILKINS AND WIFE ELIZABETH W.WILKINS,

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

SITUATE IN THE TWELFTH, FORMERLY THE TWENTY-FIRST, CIVIL DISTRICT OF DAVIDSON COUNTY, AND BEING LOT NO.2 ON THE MAP SHOWING DIVISION OF LAND AMONG THE HEIRS OF JENNIE BRADY, OF RECORD IN BOOK 161, PAGE 97, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO.2 FRONTS ON THE WESTERLY SIDE OF WHITES CREEK TURNPIKE, AND BEGINS AT A POINT IN THE CENTER OF SAID TURNPIKE AT THE NORTHEAST CORNER OF LOT NO.1 AND THE SOUTHEAST CORNER OF LOT NO.2 ON SAID MAP; RUNNING THENCE 62½ DEGREES WEST 35 POLES; THENCE NORTH 1 DEGREE EAST 6.66 POLES; THENCE NORTH 55 DEGREES EAST 30.4 POLES TO THE CENTER OF SAID WHITES CREEK TURNPIKE; THENCE, ALONG THE CENTER OF SAID TURNPIKE, SOUTH 41 DEGREES EAST 2.5 POLES, THENCE SOUTH 34 DEGREES EAST 7.5 POLES TO THE POINT OF BEGINNING, AND CONTAINING 1.62 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO SUE RAINS IN DEED OF PARTITION BETWEEN CRANGE BRADY AND OTHERS, DATED JUNE 22, 1901, AND OF RECORD IN BOOK 262, PAGE 271, SAID REGISTERS OFFICE. SAID SUE RAINS HAS SINCE DIED, INTESTATE, AND THE UNDERSIGNED MARTHA PRYOR IS HER ONLY SURVIVING HEIR AT LAW AND NEXT OF KIN, AND IS THE OWNER IN FEE SIMPLE, BY INHERITANCE, OF SAID PARCEL OF LAND - THERE BEING NO SURVIVING HUSBAND OF SAID SUE RAINS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LUCIAN W.WILKINS AND WIFE, ELIZABETH W. WILKINS, 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 BY TAXES ~~FOR THE YEAR 1943~~, WHICH PURCHASERS ASSUME AND AGREE TO PAY. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said LUCIAN W. WILKINS AND ELIZABETH W.WILKINS, 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 LUCIAN W. WILKINS AND ELIZABETH W. WILKINS do hereby transfer and convey unto O.B.HOFSTETTER,JR., , 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.

Martha Pryor

Ed Pryor