WE, LUCIEN G.LEWIS AND WIFE MARY WARREN LEWIS, 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 $ 1520.00 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 LUCIEN G. LEWIS AND WIFE MARY WARREN LEWIS, 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~~ 60 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 LUCIEN G.LEWIS AND WIFE MARY WARREN LEWIS, 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 W.L.BAINBRIDGE SR. 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 WE,SAM GARFINKLE, AND WIFE EVA GRAFINKLE,

and LUCIEN G.LEWIS AND WIFE MARY WARREN LEWIS, hereunto set our hands

at NASHVILLE TENN AND LAFAYETTE INDIANA, ~~Tennessee~~, this the 23 day of JUNE, 19 44.

SAM GARFINKLE,
EVA GARFINKLE,
LUCIEN GRANVILLE LEWIS,
MARY WARREN LEWIS,

STATE OF TENNESSEE, DAVIDSON COUNTY:

Personally appeared before me, K.H. MCKEE, a Notary Public in and for said County and State, the within named SAM GARFINKLE AND WIFE EVA GARFINKLE, AND MARY WARREN LEWIS,

the bargainor S 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 11TH day of JULY 19 44.

My commission expires APRIL 3,1948

U.S.R.S $2.20

(Seal) K.H.MCKEE

Notary Public.

STATE OF ~~TENNESSEE~~ INDIANA, TIPPECANOE COUNTY.

Personally appeared before me, GERTRUDE GAGEN, a Notary Public in and for said County and State, the within named LUCIEN G.LEWIS,

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~~, LAFAYETTE INDIANA this 8TH day of JULY 19 44.

My commission expires AUG.2, 1946

(Seal) GERTRUDE GAGEN,

Notary Public.

RECEIVED JULY 14TH,1944. AT 2;04 P.M. FC.



# INSTALLMENT DEED

Book No. 1282

FOR AND IN CONSIDERATION of the sum of [illegible] DOLLARS

of which [illegible] DOLLARS has been paid in cash by FRANCIS R. BINKLEY & WIFE NELL BINKLEY, the receipt of which is hereby acknowledged, and for the remainder FOUR THOUSAND ($4,000.00) & 00/100 DOLLARS the said FRANCIS R. BINKLEY & NELL BINKLEY HAVE EXECUTED THEIR EIGHT PROMISSORY NOTES BEARING EVEN DATE OF THIS DEED PAYABLE TO THE ORDER OF JOHN OLIVER JONES, THE PRINCIPAL SUM OF EACH NOTE IF OF $500.00 AND PAYABLE ANNUALLY TOGETHER WITH INTEREST ON THE UNPAID BALANCE OF THE SERIES. THE FIRST NOTE IS DUE AND PAYABLE ON THE 3RD OF JUNE 1945 AND ONE OTHER ON THE SAME DAY OF EACH MONTH AND YEAR THEREAFTER UNTIL ALL ARE PAID.

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 principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed

WE, JOHN OLIVER JONES & WIFE FLORENCE JONES

have this day bargained and sold, and do hereby transfer and convey, unto the said TO FRANCIS R. BINKLEY & WIFE NELL BINKLEY THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LOCATED IN THE 14TH FORMERLY THE 24TH,CIVIL DISTRICT OF SAID COUNTY,DESCRIBED PARTLY ACCORDING TO A SURVEY MADE MAY 22, 1930, BY EBLE DRAKE, COUNTY SURVEYOR FOR SAID COUNTY,AS FOLLOWS:
BEGINNING AT A POINT IN THE CENTER OF THE JOELTON & GOODLETTSVILLE PIKE, THE WESTERN BOUNDARY LINE OF THE ORIGINAL W.A. JONES TRACT OF LAND; AND RUNNING THENCE SOUTH 2½° WEST, WITH SAID WESTERN BOUNDARY LINE 127.10 POLES, MORE OR LESS, TO A STAKE IN J.L. EWING'S OLD LINE, THE SOUTHWEST CORNER OF SAID ORIGINAL TRACT;THENCE EASTERLY, WITH THE NORTHERN BOUNDARY LINE OF SAID J.L. EWING'S TRACT, 154 POLES TO A WHITE OAK AND HICKORY IN J.W. WEBBER'S OLD WESTERN BOUNDARY LINE, THE SOUTHEAST CORNER OF SAID ORIGINAL TRACT;THENCE NORTHERLY,WITH THE SAID J.W. WEBBER'S OLD,LINE, 226 POLES, MORE OR LESS, TO J.REASONER'S OLD CORNER;THENCE NORTH 35° WEST 42 POLES TO THE SOUTHEAST CORNER OF A PART OF SAID ORIGINAL TRACT CONVEYED TO J.P. RUFF AND WIFE, C.A. RUFF, BY DEED FROM W.A. JONES AND WIFE, OF RECORD IN BOOK NO.597 PAGE 629, REGISTER'S OFFICE FOR SAID COUNTY;THENCE SOUTH 68½° WEST, WITH THEIR SOUTHERN BOUNDARY BOUNDARY LINE 15.1 POLES, MORE OR LESS, TO THE CENTER OF SAID PIKE, THEIR SOUTHWEST CORNER;THENCE WITH THE CENTER OF SAID PIKE, SOUTH 15 7/8° WEST 6.8 POLES, SOUTH 28½° WEST 11 POLES, SOUTH 35½° WEST 24 POLES, SOUTH 43 1/16° WEST 53 POLES, SOUTH 50° WEST 61.50 POLES AND SOUTH 79° WEST 22.30 POLES TO THE BEGINNING CONTAINING 176.94 ACRES, MORE OR LESS.
BEING THE SAME PROPERTY CONVEYED BY WILLIAM A. JONES AND WIFE, TO JOHN OLIVER JONES AS OF RECORD IN BOOK 1077 PAGE 633, IN THE REGISTER'S OFFICE FOR THE SAID COUNTY AND STATE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FRANCIS R. BINKLEY & NELL BINKLEY, 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 THE 1944 STATE AND COUNTY TAXES WHICH ARE TO BE PAID BY THE GRANTEES.

WE further covenant and bind OURSELVES AND FRANCIS R. BINKLEY & NELL BINKLEY THEIR heirs and representatives, to warrant and forever defend the title to said real estate to said 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 FRANCIS R. BINKLEY & NELL BINKLEY do hereby transfer and convey unto W.O. CRAIGO, TRUSTEE, 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.