WE , the said J.N.CARTER AND WIFE FANNIE CARTER , 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 $ 1500.00 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.N.CARTER AND WIFE FANNIE CARTER , 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.N.CARTER AND WIFE FANNIE CARTER, -- 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 M.K.HOVEY 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 MRS.C.M.HOVEY, A WIDOW,

and J.N.CARTER AND WIFE FANNIE CARTER , hereunto set our hands at NASHVILLE AND OLD HICKORY, , Tennessee, this the 15TH day of JULY , 1944.

MRS.C.M.HOVEY

J.N.CARTER

FANNIE CARTER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H.N. O'CALLAGHAN , a Notary Public in and for said County and State, the within named MRS.C.M.HOVEY, A WIDOW, the bargainor , with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes ~~therein~~ contained.

And X , of the said 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 19TH day of JULY 1944.

My commission expires , APRIL 7, 1946.

(Seal) H.N.O'CALLAGHAN, Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, THOMAS E.THOMPSON , a Notary Public in and for said County and State, the within named J.N.CARTER AND WIFE FANNIE CARTER, 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 , of the said having appeared before me privately and apart from X husband , the said X , 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~~ OLD HICKORY, DAVIDSON COUNTY, this 20TH day of JULY 1944.

My commission expires APRIL 12, 1946.

(Seal) THOMAS.E.THOMPSON, Notary Public.

U.S.R.S. $2.20
RECD JULY 21, 1944 AT 1:01 P M

INSTALLMENT DEED

Book No. 1282

FOR AND IN CONSIDERATION of the sum of ------ TWELVE HUNDRED ($1200.00) ------ DOLLARS of which ONE HUNDRED FIFTY-SIX DOLLARS has been paid in cash by I.C.JENKINS AND WIFE ALICE JENKINS , the receipt of which is hereby acknowledged, and for the remainder ONE THOUSAND AND FORTY-FOUR DOLLARS the said I.C.JENKINS

HAS EXECUTED AND DELIVERED HIS 87 PROMISSORY NOTES OF EVEN DATE HEREWITH NOS. 1 TO 87 BOTH INCLUSIVE AND PAYABLE TO THE ORDER OF ROBERT LUSK MONTHLY BEGINNING ON THE 10TH DAY OF JULY AND CONTINUING ON THE 10TH DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL ARE PAID. SAID NOTES ARE FOR $12.00 EACH IN PRINCIPAL BUT INTEREST AT THE RATE OF 6% PER ANNUM PAYABLE MONTHLY HAS BEEN AVERAGED AND ADDED INTO THE FACE OF EACH NOTE SO THAT EACH AND EVERY NOTE IS FOR $14.64, SO THAT NONE OF SAID NOTES BEAR INTEREST EXCEPT AFTER 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, ROBERT LUSK AND WIFE, BINNIE BRIGGS LUSK

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

I.C.JENKINS AND WIFE, ALICE JENKINS,

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

BEING LOTS 73 AND 74 IN J.B.HAYNIE'S CLEVELAND PLAN OF LOTS IN THE 21ST CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE THE PLAN OF WHICH IS OF RECORD IN THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE IN BOOK 161, PAGE 35 TO WHICH PLAN REFERENCE IS MADE FOR DESCRIPTION OF SAID LOT.

AND BEING THE SAME PROPERTY CONVEYED TO ROBERT LUSK BY DEED FROM J.A.SHARPE, TRUSTEE, ET AL, OF RECORD IN BOOK 766, PAGE 432 R.O.D.C. TENNESSEE, AND THE SAME PROPERTY CONVEYED TO ROBERT LUSK BY DEED FROM THOMAS BOSS BY DEED OF RECORD IN BOOK 1005, PAGE 93, R.O.D.C. TENNESSEE.

SAID PROPERTY AT THIS TIME CONTAINS A THREE ROOM HOUSE WHICH HAS BEEN OCCUPIED BY THE SAID I.C.JENKINS AND WIFE FOR THE PAST TWO YEARS AND SIX MONTHS, WHICH THEY HAVE BEEN RENTING AS TENANTS FROM MONTH TO MONTH.

PURCHASERS HEREBY ASSUME ALL TAXES FOR THE YEAR 1944.

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 21st day of April 1945

Attest: E.J.Nelson Jr. DEPUTY REGISTER Robt Lusk

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said I.C.JENKINS AND WIFE, 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 I.C.JENKINS AND WIFE, 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 - in hand paid WE , the said I.C.JENKINS AND WIFE,

do hereby transfer and convey unto E.B.HARPOLE , 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.