WE , the said WILLIE WILSON AND WIFE, MARGARET WILSON , 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 $ 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 IF 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 WILLIE WILSON AND WIFE, MARGARET WILSON , 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 WILLIE WILSON AND WIFE, MARGARET WILSON 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 E.B. HARPOLE 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 ROBERT LUSK AND WIFE, BINNIE BRIGGS LUSK

and WILLIE WILSON AND WIFE, MARGARET WILSON , hereunto set our hands

at NASHVILLE , Tennessee, this the 27 day of OCTOBER , 1938.

ROBT. LUSK
BINNIE BRIGGS LUSK
WILLIE WILSON
MARGUERITE WILSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, L.B. CAMPBELL , a Notary Public in and for said County and State, the within named ROBERT LUSK AND WIFE, BINNIE BRIGGS LUSK AND WILLIE WILSON AND WIFE MARGARET WILSON 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 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 18 day of JUNE 19 38.

My commission expires MAY 3 1942.

(Seal) L.B. CAMPBELL
Notary Public.

U.S.R.C. $1.65

REC'D MCH 21, 1944 AT 11:46 A.M.

CM

NUMBER 3331 RECORDED MARCH 22, 1944

BELMONT COURTS, INC. -TO- WILLIAM H. HOBBS, ET UX

INSTALLMENT DEED

Book No. 1295

FOR AND IN CONSIDERATION of the sum of SIX THOUSAND SIX HUNDRED AND NO/100 ($6,600.00) DOLLARS of which NINE HUNDRED THIRTEEN AND 55/100 ($913.55) DOLLARS has been paid in cash by PART OF WILLIAM H. HOBBS AND WIFE, MARION HERMANSON HOBBS the receipt of which is hereby acknowledged, and for the remainder BEING IN THE SUM OF FOUR THOUSAND SEVEN HUNDRED FIFTY ONE AND 56/100 ($4751.56) DOLLARS the said WILLIAM H. HOBBS AND WIFE, MARION HERMANSON HOBBS HAVE ASSUMED AND AGREE TO PAY AN INDEBTEDNESS IN SAID SUM OWING TO CITY BANK AND TRUST COMPANY, MCMINNVILLE, TENNESSEE WITH INTEREST FROM MARCH 1ST, 1944. SAID INDEBTEDNESS BEING THE BALANCE OWING ON A NOTE ORIGINALLY IN THE SUM OF $4850.00, WHICH SAID INDEBTEDNESS IS SECURED BY A DEED OF TRUST TO E. W. WALLING, TRUSTEE, OF RECORD IN BOOK 1263, PAGE 6, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. AND FOR THE REMAINDER BEING IN THE SUM OF $934.89, THE SAID WILLIAM H. HOBBS AND WIFE, MARION HERMANSON HOBBS HAVE EXECUTED AND DELIVERED THEIR JOINT PROMISSORY NOTE OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF BELMONT COURTS, INC., IN SAID PRINCIPAL SUM OF $934.89, BEARING INTEREST FROM DATE AT THE RATE OF 5% PER ANNUM ON THE UNPAID BALANCE. SAID PRINCIPAL AND INTEREST SHALL BE PAYABLE IN MONTHLY INSTALLMENTS OF $25.00 EACH, PAYMENTS TO BE APPLIED FIRST TO INTEREST ON THE UNPAID BALANCE AND THE REMAINDER TO PRINCIPAL. THE FIRST INSTALLMENT SHALL BE DUE AND PAYABLE APRIL 1ST, 1944, AND ANOTHER INSTALLMENT SHALL BE DUE AND PAYABLE ON THE SAME DAY OF EACH MONTH THEREAFTER UNTIL SAID DEBT, PRINCIPAL AND INTEREST, IS PAID IN FULL. EXTRA PAYMENTS MAY BE MADE AT ANY TIME AND INTEREST WILL BE CHARGED ONLY ON THE UNPAID BALANCE.

1333 358

SAID NOTE at six~~ty~~ months 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 BELMONT COURTS, INC. A TENNESSEE CORPORATION WITHOUT A SEAL HAS have this day bargained and sold, and do hereby transfer and convey, unto the said WILLIAM H. HOBBS AND WIFE, MARION HERMANSON HOBBS,

THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING THE NORTHERLY PART OF LOT NO. 5N ON THE MAP OF THE FIRST ADDITION TO WOODMONT BOULEVARD SECTION OF MARENGO PARK, OF RECORD IN BOOK 974, PAGE 83, REGISTER'S OFFICE FOR SAID COUNTY AND DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN IN THE EAST MARGIN OF GEN. W. B. BATES DRIVE AT THE CORNER OF LOTS NOS. 4-N AND 5-N OF SAID SUBDIVISION; THENCE WITH THE LINE BETWEEN SAID LOTS, EASTERLY, 142.7 FEET TO A CONCRETE MONUMENT SET AT THE COMMON CORNER OF SAID LOTS AND OF LOT NO. 3-N IN THE CENTER LINE OF THE TERMINUS OF A 20-FOOT EASEMENT FOR PUBLIC UTILITIES, THENCE WITH THE CENTER LINE OF SAID EASEMENT ALONG THE LINE BETWEEN LOTS NOS. 3-N AND 5-N, SOUTHEASTERLY 110 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE LINE OF LOT NO. 5-N, 27 FEET, MORE OR LESS TO A POINT AT THE NORTHEASTERLY CORNER OF THE PROPERTY CONVEYED TO W. K. POWERS AND WIFE, BY DEED FROM SAMUEL LINK AND WIFE, OF RECORD IN BOOK 1238, PAGE 214, SAID REGISTER'S OFFICE; THENCE ALONG POWER'S NORTH LINE NORTHWESTERLY TO THE EASTERLY MARGIN OF GENERAL W. B. BATES DRIVE AT AN IRON PIN; THE COMMON CORNER OF LOTS NOS. 5-N AND 6-N; THENCE WITH THE MARGIN OF SAID GEN. W. B. BATES DRIVE IN A NORTHERLY DIRECTION AROUND A SLIGHT CURVE 80 FEET TO THE POINT OF BEGINNING. BEING ALL OF LOT NO. 5-N EXCEPT A SMALL TRIANGULAR PART ON THE SOUTH CONVEYED TO W. K. POWERS AND WIFE, BY DEED OF RECORD IN BOOK 1238, PAGE 214, SAID REGISTER'S OFFICE. BEING PART THE SAME PROPERTY CONVEYED TO BELMONT COURTS, INC., BY DEED FROM JOSEPH MARTIN, TRUSTEE, OF RECORD IN BOOK 1247, PAGE 239, SAID REGISTER'S OFFICE. THIS CONVEYANCE IS SUBJECT TO ALL RESTRICTIVE COVENANTS, EASEMENTS AND SET-BACK LINES AS ARE APPLICABLE TO THE PROPERTY ABOVE DESCRIBED. GRANTORS HEREBY TRANSFERS TO GRANTEES ALL FUNDS HELD IN ESCROW FOR FUTURE TAX AND INSURANCE PREMIUM PAYMENTS IN CONNECTION WITH THE ABOVE MENTIONED DEED OF TRUST.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WILLIAM H. HOBBS AND WIFE, MARION HERMANSON HOBBS, THEIR heirs and assigns, forever, IT covenant that IT IS lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. EXCEPT AS HEREIN BEFORE STATED AND TAXES FOR 1944 WHICH HAVE BEEN PRORATED AND ASSUMED BY THE GRANTEES. further covenant and binds ITSELF ITS SUCCESSORS ~~and~~ representatives, to warrant and forever defend the title to said real estate to said WILLIAM H. HOBBS AND WIFE, MARION HERMANSON HOBBS, 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 ~~at the~~ maturity, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE , the said WILLIAM H. HOBBS AND WIFE, MARION HERMANSON HOBBS do hereby transfer and convey unto E. W. WALLING , 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.