WE , the said G.T. SORY JR AND WIFE JEAN ARDIS ROE SORY , 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 $ 3250.00 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 thereo 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 G.T. SORY JR AND WIFE JEAN ARDIS ROE SORY , 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 G.T. SORY JR AND WIFE, JEAN ARDIS ROE SORY, 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 F.G. MADDUX 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 F.M. MILLSAPS AND WIFE, HORTENSIA B. MILLSAPS

and G.T. SORY JR AND WIFE, JEAN ARDIS ROE SORY , hereunto set our hands

at NASHVILLE , Tennessee, this the 1ST day of APRIL , 1944.

F.M. MILLSAPS
HORTENSIA B. MILLSAPS
G.T. SORY, JR
JEAN ARDIS ROE SORY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, HERBERT N. JORDAN a Notary Public in and for said County and State, the within named F.M. MILLSAPS AND WIFE, HORTENSIA B. MILLSAPS AND G.T. SORY, JR AND WIFE JEAN ARDIS ROE SORY 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 XX 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 10TH day of APRIL 19 44.

My commission expires JAN 7, 1945

(Seal) HERBERT N. JORDAN
Notary Public.

U.S.F.S.34.40

REC'D APRIL 13, 1944 AT 3:55 P.M.

CM

INSTALLMENT DEED

V. J.A.L.

Book No. 1295

FOR AND IN CONSIDERATION of the sum of FORTY-NINE HUNDRED & FIFTY ($4,950.00) DOLLARS

of which ONE THOUSAND ($1,000.00) & NO/100 DOLLARS has been paid in cash by

C.E. PINKSTON AND WIFE, MACIL PINSTON , the receipt of which is hereby acknowledged, and for the remainder

OF THIRTY-NINE HUNDRED & FIFTY & NO/100 DOLLARS.

the said C.E. PINKSTON AND WIFE MACIL PINKSTON HAVE EXECUTED AND DELIVERED THEIR ONE LIEN PROMISSORY NOTE, OF EVEN DATE HEREWITH, FOR THE PRINCIPAL SUM OF $3,950.00), PAYABLE TO THE ORDER OF VIOLA B. THOMPSON, AND PAYABLE IN MONTHLY INSTALLMENTS OF $41.91 EACH FOR A PERIOD OF 120 MONTHS. SAID MONTHLY PAYMENT INCLUDES INTEREST AT THE RATE OF 5% PER ANNUM, ON THE WHOLE AMOUNT OF PRINCIPAL OUTSTANDING EACH MONTH. THE FIRST ONE OF SAID MONTHLY INSTALLMENTS IS DUE MAY 13, 1944 AND THE OTHERS, ONE ON THE 13TH DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID.

PRIVILEGE IS RESERVED OF PAYING ANY NUMBER OF SAID MONTHLY PAYMENTS OR THIS NOTE MAY BE PAID IN FULL ON ANY PAYING DATE,

I declare that I am the true and lawful holder of the claim assigned by this instrument which recorded, and hereby acknowledge the satisfaction thereof and the release of the lien to secure the same in full. This 2 day of Dec 1946

Witness: Catherine McGinnis
DEPUTY REGISTER

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, VIOLA B. THOMPSON

have this day bargained and sold, and do hereby transfer and convey, unto the said MACIL PINKSTON, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO."A" IN BOETHIUS SUBDIVISION OF LOTS 8,9 AND 10 IN CARVER'S SUBDIVISION IN G.S. ASHWORTH'S SUBDIVISION OF CERTAIN LOTS ON THE PLAN OF BROWNSVILLE, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE WESTERLY MARGIN OF RIVERSIDE DRIVE 110 FEET SOUTHWARDLY ALONG THE WEST MARGIN OF RIVERSIDE DRIVE FROM THE SOUTH MARGIN OF GREENWAY AVENUE; RUNNING THENCE WESTWARDLY ALONG THE SOUTH BOUNDARY OF THE LOT CONVEYED BY HUGH BURTON TO HUBERT WILLIAMS, 124 FEET TO A STAKE IN THE EASTERN MARGIN OF THE RIGHT OF WAY OF THE LEWISBURG AND NORTHERN RAILROAD, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT CONVEYED BY BURTON TO WILLIAMS AND MEASURING ALONG THE EASTERLY MARGIN OF SAID RIGHT OF WAY IS 144 FEET SOUTHEASTWARDLY FROM THE INTERSECTION OF SAID RIGHT OF WAY WITH GREENWAY AVENUE, RUNNING THENCE WITH THE EASTERN MARGIN OF SAID RAILROAD RIGHT OF WAY SOUTHWARDLY 50-1/3 FEET TO A STAKE; THENCE EASTWARDLY 112 FEET TO A STAKE IN THE WEST MARGIN OF RIVERSIDE DRIVE; THENCE ALONG THE WEST MARGIN OF RIVERSIDE DRIVE NORTHWARDLY 46-2/3 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO VIOLA B. THOMPSON BY DEED FROM W.L. THOMPSON AND WIFE, OF RECORD IN BOOK 996 PAGE 238, REGISTER'S OFFICE FOR SAID COUNTY.

TAXES FOR THE YEAR 1944 HAVING BEEN PRORATED FROM DATE OF THIS INSTRUMENT, AND SETTLEMENT HAVING BEEN MADE THEREFOR BY THE GRANTOR, THE GRANTEE HEREIN HEREBY ASSUME AND AGREES TO PAY THE SAME.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MACIL PINKSTON, HER 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.

I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said MACIL PINKSTON, HER 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 ME in hand paid I, the said MACIL PINKSTON,

do hereby transfer and convey unto VIOLA B. THOMPSON , 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.