WE, , the said ~~LLOYD WILSON~~ AND ~~WIFE~~ EDITH G.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 $ 2400.00 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 LLOYD WILSON AND WIFE EDITH G. 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, IF 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 LLOYD WILSON AND WIFE EDITH G. 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 ERNEST W.BENZ 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 W.V.BROWN AND WIFE CHLOE BROWN,

and LLOYD WILSON AND WIFE EDITH G.WILSON , hereunto set our hands

at NASHVILLE , Tennessee, this the 12TH day of JULY , 19 44.

W.V.BROWN
CHLOE BROWN
LLOYD WILSON
EDITH G.WILSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ALBERTA KEENE , a Notary Public in and for said County and State, the within named W.V.BROWN, AND WIFE CHLOE BROWN, AND LLOYD WILSON AND WIFE EDITH G.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 --- - - - - - - - , 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 13TH day of JULY 1944

My commission expires 10/28/44

U.S.R.S ⅄ 3.30

(Seal) ALBERTA KEENE,
Notary Public.

RECEIVED JULY 14TH 1944. AT 10;13 A.M. FC.

NUMBER 8792
RECORDED JULY 14, 1944

WILLIAM J. MYERS AND WIFE
LOLA S. MYERS
--TO--
DAVID CLINGER AND WIFE
JOSEPHINE CLINGER

INSTALLMENT DEED

Book No. 1296

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED ($500.00)---- DOLLARS

of which ONE HUNDRED ($100.00) ---- DOLLARS has been paid in cash by TO W. J. MYERS
DAVID CLINGER AND WIFE, JOSEPHINE CLINGER, the receipt of which is hereby acknowledged, and for the remainder FOUR HUNDRED ($400.00)--- DOLLARS the said DAVID CLINGER AND WIFE, JOSEPHINE CLINGER

HAVE EXECUTED 40 NOTES OF EVEN DATE HEREWITH, TO BE PAID MONTHLY, THE FIRST OF SAID NOTES TO BE PAID ON AUGUST 10, 1944, AND ONE NOTE ON THE 10TH OF EACH CONSECUTIVE MONTH THEREAFTER, UNTIL ALL OF SAID NOTES ARE PAID IN FULL, ALL OF SAID NOTES BEING PAYABLE TO SAID W. J. MYERS

OF 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 I, W. J. MYERS AND WIFE, LOLA S. MYERS

have this day bargained and sold, and do hereby transfer and convey, unto the said DAVID CLINGER AND WIFE, JOSEPHINE CLINGER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING THE SOUTH 34 FEET OF LOT NO 1 ON THE MAP OF L H. DAVIS SUBDIVISION ON LOT NO 41 ON THE CLIFTON PLAN OF LOTS, OF RECORD IN BOOK 57, PAGE 100, REGISTER'S OFFICE FOR SAID COUNTY.

SAID PART OF SAID LOT NO. 1 FRONTS 34 FEET ON THE EASTERLY SIDE OF 44TH AVENUE NORTH, FORMERLY LAUGHLIN STREET, AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY IN THE REAR.

BEING PART OF THE PROPERTY CONVEYED TO W. J. MYERS BY DEED FROM DRURY P. ALLEN ET AL OF RECORD IN BOOK 1283, PAGE 352, SAID REGISTER'S OFFICE.

Filed for record this 14 day of July 1944 at 10 A.M. Received and duly recorded, and the same is hereby certified by the Instrument which is the Lien to secure the payment of the notes herein mentioned. July 14 1944 W. McCanless COUNTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said DAVID CLINGER AND WIFE, JOSEPHINE CLINGER, THEIR 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 DAVID CLINGER AND WIFE, JOSEPHINE CLINGER, 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 DAVID CLINGER AND WIFE, JOSEPHINE CLINGER do hereby transfer and convey unto C. H. BRILEY 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.