I , the said JAMES A. LANGFORD WIFE, DIALTHIA G. , 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 $ NO BUILDINGS 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.

-- 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 I 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 I , the said JAMES A. LANGFORD AND WIFE DIALTHIA G. , 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 I 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, I 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.

I 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. I 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 JAMES A. LANGFORD AND WIFE, DIALTHIA G.

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 ROBERT S. WILLIAMSON 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 JOHN H. LANIER

and JAMES A. LANGFORD AND WIFE, DIALTHIA G. , hereunto set our hands

at NASHVILLE , Tennessee, this the 15TH day of APRIL , 1944 .

JOHN H. LANIER

JAMES A. LANGFORD XHIS MARK
DIALTHIA GUNTER LANGFORD

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, THELMA IRENE WINKLER , a Notary Public in and for said County and State, the within named NASHVILLE, TENNESSEE — —

the bargainor , with whom I am personally acquainted, and who acknowledged that I 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 19 day of APRIL 1944 .

My commission expires JAN. 7, 1947 (Seal) THELMA IRENE WINKLER
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, THELMA IRENE WINKLER , a Notary Public in and for said County and State, the within named NASHVILLE, TENNESSEE — —

the bargainor , with whom I am personally acquainted, and who acknowledged that I 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 25 day of APRIL 19 44

My commission expires JAN. 7, 1947 (Seal) THELMA IRENE WINKLER
Notary Public.

RECEIVED SEPTEMBER 21, 1944 AT 10:23 A.M. - USRS $.55 - DG

STAHL RUSSELL & ROSS CO. NASHVILLE

INSTALLMENT DEED

Book No. 1302

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED THOUSAND ($100,000.00) DOLLARS

of which FIFTY THOUSAND ($50,000.00) DOLLARS has been paid in cash by GILBERT S. MERRITT AND WIFE, ANGIE CANTRELL MERRITT, , the receipt of which is hereby acknowledged, and for the remainder

DOLLARS

the said GILBERT S. MERRITT AND WIFE, ANGIE CANTRELL MERRITT, HAVE EXECUTED AND DELIVERED THEIR TEN (10) JOINT PROMISSORY NOTES IN THE SUM OF FIVE THOUSAND ($5,000.00) DOLLARS EACH, DATED SEPTEMBER 21, 1944, PAYABLE TO THE ORDER OF LEONARD L. CLARK AND WIFE, JESSIE P. CLARK, THE FIRST DUE ON OR BEFORE SEPTEMBER 21, 1945, AND THE REMAINDER CONSECUTIVELY ON OR BEFORE THE 21ST DAY OF SEPTEMBER OF EACH SUCCEEDING YEAR, ALL OF SAID NOTES BEARING INTEREST FROM DATE AT THE RATE OF 4 PER CENT PER ANNUM, PAYABLE SEMIANNUALLY, AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST AND ATTORNEYS' FEES, A LIEN IS EXPRESSLY RESTAINED ON THE LAND HEREIN CONVEYED, WE, LEONARD L. CLARK AND WIFE, JESSIE P. CLARK, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID GILBERT S. MERRITT AND WIFE, ANGIE CANTRELL MERRITT, AS TENANTS BY THE ENTIRETY, THEIR HEIRS AND ASSIGNS, THE FOLLOWING DESCRIBED TRACT OR PARCEL OF LAND SITUATED IN THE 4TH CIVEL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AND THE FIRST CIVIL DISTRICT OF WILSON COUNTY, TENNESSEE, AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS, CONTAINING 310.4 ACRES, MORE OR LESS, AND IS MADE UP OF TWO PARCELS, ONE OF 220.4 ACRES, KNOWN AS THE RUST TRACT, AND THE OTHER 90 ACRES, KNOWN AS THE FOUNTAIN OF HEALTH TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTER OF THE LEBANON TURNPIKE A T THE SOUTHWEST CORNER OF THE RUST TRACT; THENCE ALONG THE CENTER OF SAID LEBANON TURNPIKE, NORTH 84¼ DEGREES EAST 100 POLES; NORTH 68 DEGREES EAST 46 POLES TO A STONE, THE SOUTHWEST CORNER OF BROWN'S LAND; THENCE NORTH 1 DEGREE 9 MINUTES EAST 73 POLES TO BROWN'S NORTHWEST CORNER, A STONE; THENCE SOUTH 85¼ DEGREES EAST 87½ POLES TO A STONE, GEO. A. HENDERSON'S SOUTHWEST CORNER; THENCE WITH HIS LINE NORTH 7 DEGREES 10 MINUTES EAST 166.4 POLES TO A GATE POST, HIS NORTHWEST CORNER; THENCE NORTH 87½ DEGREES WEST 88.35 POLES TO A STONE, ANDTHER CORNER OF SAID GEO. A. HENDERSON; THENCE SOUTH 6-3/4 DEGREES WEST 11.2 POLES TO ANOTHER OF HIS CORNERS; THENCE WITH HIS SOUTH LINE WEST 139.16 POLES TO A STONE, THE NORTHWEST CORNER OF THE RUST TRACT AND ALSO SOUTHWEST CORNER OF SAID HENDERSON'S LAND; THENCE SOUTH 1 DEGREE WEST 23¼ POLES TO THE BEGINNING, CONTAINING 310.4 ACRES, MORE OR LESS.

~~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.~~

BEING THE SAME PROPERTY CONVEYED TO LEONARD L. CLARK AND WIFE, JESSIE P. CLARK, BY DEED ~~have this day bargained and sold, and do hereby transfer and convey, unto the said~~

FROM L. H. MCCAMPBELL AND WIFE, IDA MCCAMPBELL, OF RECORD IN BOOK 1040, PAGE 136, REGIS- ~~heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:~~

TER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

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 by the same in full. This 16 day of August 1945
Leonard L. Clark
Attest: DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GILBERT S. MERRITT AND WIFE, ANGIE CANTRELL MERRITT, AS TENANTS BY THE ENTIRETY, 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 FOR TAXES FOR 1944, WHICH ARE ASSUMED BY THE CONVEYEES.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said GILBERT S. MERRITT AND WIFE, ANGIE CANTRELL MERRITT, 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 GILBERT S. MERRITT AND WIFE, ANGIE CANTRELL MERRITT, do hereby transfer and convey unto H. E. FLIPPEN, TRUS , 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.