I , the said MARGIE E. HERSHMAN, A WIDOW , 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 $ INSURABLE SUM 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.

I 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 MARGIE E. HERSHMAN, A WIDOW , 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 expressl y 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 CONVEYOR, HER 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 D.E. MALLERNEE, JR 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 H.H. PHELPS AND WIFE, MAUD PHELPS and MARGIE E. HERSHMAN, A WIDOW , hereunto set our hands at NASHVILLE , Tennessee, this 11 day of JULY , 19 45.

MARGIE E. HERSHMAN
H.H. PHELPS
MAUD PHELPS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE L. RYE , a Notary Public in and for said County and State, the within named H.H. PHELPS AND WIFE, MAUD PHELPS 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 , 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 X expressed.

Witness my hand and official seal at Nashville, Tennessee, this 26TH day of JULY 19 45.

My commission expires JAN 22 1949

(Seal) LOUISE L. RYE
Notary Public.

MICHIGAN, WAYNE

STATE OF ~~TENNESSEE, DAVIDSON~~ COUNTY.

Personally appeared before me, MARGIE E. HERSHMAN , a Notary Public in and for said County and State, the within named MARGIE E. HERSHMAN, 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 X having appeared before me privately and apart from husband , the said , 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.

DETROIT, MICHIGAN

Witness my hand and official seal at Nashville, Tennessee, this 21 day of JULY 19 45.

My commission expires NOV 15 1946

(Seal) ALBERT T. SHARP
Notary Public.

U.S.M.S.36.02
REC'D JULY 28, 1945 AT 9:26 A.M.
C

NUMBER 31410
GOLLIA GOFF

RECORDED AUGUST 1, 1945
TO GEORGE WESLEY JONES, ET UX

INSTALLMENT DEED

Book No. 1312

FOR AND IN CONSIDERATION of the sum of FOURTEEN HUNDRED FIFTY ($1450.00) AND 00/100 - - - DOLLARS of which THREE HUNDRED ($300.00) AND 00/100 - - - - - - - - - - - - - - - DOLLARS has been paid in cash by GEORGE WESLEY JONES AND WIFE, MAGGIE MAE JONES , the receipt of which is hereby acknowledged, and for the remainder ELEVEN HUNDRED FIFTY ($1150.00) AND 00/000 - DOLLARS the said GEORGE WESLEY JONES AND WIFE, MAGGIE MAE JONES, HAVE EXECUTED THEIR SIXTY-FOUR PRINCIPAL PROMISSORY NOTES, SIXTY-THREE OF WHICH ARE FOR THE SUM OF EIGHTEEN ($18) DOLLARS AND ONE THE SIXTY-FOURTH FOR THE SUM OF SIXTEEN ($16) DOLLARS, PAYABLE TO THE ORDER OF GOLLIA GOFF. THESE NOTES DO NOT BEAR INTEREST UNTIL AFTER MATURITY FOR THE INTEREST HAS BEEN COMPUTED ON THE UNPAID BALANCE AT THE RATE OF 6% PER ANNUM AND ADDED IN THE FACE OF EACH NOTE. THAT IS TO SAY THAT THE FIRST NOTE IS FOR A SUM OF $18 PRINCIPAL AND $5.75 INTEREST, MAKING A TOTAL OF $23.75; EACH NOTE THEREAFTER IS FOR A SUM 9% LESS THAN THE PRECEDING NOTE TO THE 64TH WHICH IS FOR A SUM OF $16 PRINCIPAL AND 8% INT, MAKING A TOTAL OF $16.08. ALL OF SAID NOTES ARE OF EVEN DATE WITH THIS INSTRUMENT AND THE FIRST ONE FALLS DUE ON OR BEFORE THE 14TH DAY OF AUGUST, 1945, THE OTHERS, ON OR BEFORE THE 14TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL THEY ALL MATURE.

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, GOLLIA GOFF, A MARRIED WOMAN, LIVING SEPARATE AND APART FROM MY HUSBAND, HAVING FULL POWER TO BIND, MORTGAGE, SELL OR CONVEY, have this day bargained and sold, and do hereby transfer and convey, unto the said GEORGE WESLEY JONES AND WIFE, MAGGIE MAE JONES, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY HALF OF LOT NO. 3 ON THE MAP OF A. W. WILLS' SUBDIVISION OF PART OF THE BARROW LANDS, AS OF RECORD IN BOOK NO. 161, PAGE 107, REGISTER'S OFFICE FOR SAID COUNTY. SAID PART OF LOT NO. 3 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF THE CLIFTON ROAD OR PIKE AND RUNS BACK BETWEEN PARALLEL LINES 125 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO GOLLIA GOFF BY DEED FROM BRANSFORD REALTY COMPANY, OF RECORD IN BOOK 1014, PAGE 47, SAID REGISTER'S OFFICE.

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 12 day of Sept 1950.

Attest: E. J. Dickson DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GEORGE WESLEY JONES AND WIFE, MAGGIE MAE JONES, 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., EXCEPT 1945 TAXES WHICH HAVE BEEN PRO RATED AND ASSUMED BY THE PURCHASERS.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said GEORGE WESLEY JONES AND WIFE, MAGGIE MAE JONES, 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 GEORGE WESLEY JONES AND WIFE, MAGGIE MAE JONES do hereby transfer and convey unto J. M. MONTGOMERY , 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.