WE , the said JOHN D. RHOADES AND WIFE, JANICE LEE B RHOADES , 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 $ - - - - - 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 JOHN D RHOADES AND WIFE, JANICE LEE B RHOADES , 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 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.

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 JOHN D. RHOADES AND WIFE, JANICE LEE B. RHOADES 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 R. WALKER SMITH 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 CLARA K. PILKINTON AND HUSBAND, CHARLES J. PILKINTON and JOHN D RHOADES AND WIFE, JANICE LEE B. RHOADES , hereunto set our hands at NASHVILLE , Tennessee, this the 3RD day of AUGUST , 19 45

CLARA K PILKINTON
CHARLES J. PILKINTON
JOHN D. RHOADES
JANICE LEE B. RHOADES

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARY C. MAMMARELLI , a Notary Public in and for said County and State, the within named CHARLES J. PILKINTON AND JOHN D. RHOADES AND WIFE, JANICE LEE B. RHOADES 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 4TH day of AUGUST 19 45.

My commission expires JULY 7, 1949

(Seal) MARY C. MAMMARELLI
Notary Public.

KENTUCKY, SIMPSON

STATE OF ~~TENNESSEE, DAVIDSON~~ COUNTY.

Personally appeared before me, J. H. BLEWETT , a Notary Public in and for said County and State, the within named CLARA K. PILKINTON 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 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 3 day of AUGUST 19 45

My commission expires AUG 14, 1945

(Seal) J. H. BLEWETT
Notary Public.

U.S.R.S. $1.65

RECEIVED AUGUST 21, 1945 AT 9:30 A.M.

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BRADY MARSHALL & BRUCE NASHVILLE

INSTALLMENT DEED

Book No. 1312

FOR AND IN CONSIDERATION of the sum of ($3,510.00) THRITY FIVE HUNDRED TEN AND NO/100 DOLLARS of which TEN ($10.00) AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATIONS, ~~DOLLARS~~ has been paid in cash by THE GRANTEE, MRS. STELLA MAI P'POOL, , the receipt of which is hereby acknowledged, and for the remainder ($3,500.00) THIRTY FIVE HUNDRED AND NO/100 DOLLARS the said MRS. STELLA MAI P'POOL HAS EXECUTED HER THREE PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF HERBERT N. JORDAN, TRUSTEE, AS FOLLOWS: THE FIRST TWO NOTES ARE FOR THE SUM OF ELEVEN HUNDRED SIXTY SEVEN ($1,167.00) DOLLARS EACH AND DUE AND PAYABLE ON OR BEFORE ONE AND TWO YEARS AFTER DATE, RESPECTIVELY, AND THE THIRD OR LAST NOTE IS FOR THE SUM OF ELEVEN HUNDRED SIXTY SIX ($1,166.00) DOLLARS AND DUE ON OR BEFORE THREE YEARS AFTER DATE; NOTES DATED AUGUST 17TH 1945.

...that I am the true and lawful holder of 1-note #3 for $1,166.00 secured by the ...and hereby acknowledge the satisfaction thereof and discharge of the ...same. This 2 day of Aug 1945

Attest: J. P. Wilson DEPUTY REGISTER

Silas M. Vandiford Adams for Estate Butler & Vandiford

FIVE 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, HERBERT N. JORDAN, TRUSTEE, WITH FULL POWER TO CONVEY AS SET FORTH IN DEED OF RECORD IN BOOK 1309, PAGE 600, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, have this day bargained and sold, and do hereby transfer and convey, unto the said MRS. STELLA MAI P'POOL FOR HER SOLE AND SEPARATE USE, BENEFIT AND ESTATE,

HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

IN 3RD CIVIL DISTRICT OF SAID COUNTY AND STATE, BEING SHOWN ON THE PLAN OF J. C. ESTES' PROPERTY, OF RECORD IN BOOK 153, PAGE 134, REGISTER'S OFFICE FOR SAID COUNTY, AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE NORTHERLY MARGIN OF MURFREESBORO ROAD AS WIDENED, THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO W. S. JENKINS BY DEED OF RECORD IN BOOK 747, PAGE 684, SAID REGISTER'S OFFICE; THENCE WITH THE NORTH MARGIN OF THE MURFREESBORO ROAD AS WIDENED, SOUTH 74 DEGREES EAST 11.34 POLES MORE OR LESS TO A POINT, THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED TO STELLA MAI P'POOL BY DEED OF RECORD IN BOOK 1132, PAGE 256, SAID REGISTER'S OFFICE; THENCE WITH P'POOL'S WEST LINE NORTH 6 DEGREES WEST 19 POLES MORE OR LESS TO A POINT; THENCE NORTH 45½ DEGREES WEST 8 POLES TO A POINT, JENKIN'S NORTHEAST CORNER; THENCE SOUTH 12 DEGREES WEST 22.24 POLES MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 1.9 ACRES, MORE OR LESS.
BEING SAME PROPERTY CONVEYED TO HERI N. JORDAN, TRUSTEE BY DEED FROM VINIE MAI MERRYMAN AND HUSBAND, OF RECORD IN BOOK 1309, PAGE 600, SAID REGISTER'S OFFICE.
THE TAXES FOR YEAR 1945 PRORATED AND ASSUMED BY THE GRANTEE.
IT IS UNDERSTOOD AND AGREED THAT THE ABOVE DESCRIBED PROPERTY IS CONVEYED TO THE SAID MRS. STELLA MAI P'POOL AS AND FOR HER SEPARATE ESTATE, BEHOOF AND BENEFIT; FREE FROM THE CONTRACTS AND LIABILITIES OF HER PRESENT OR ANY FUTURE HUSBAND, AND WITH FULL POWER TO SELL, CONVEY, MORTGAGE, ENCUMBER, WILL OR OTHERWISE DISPOSE OF WITHOUT THE JOINDER OF ANY PERSON WHOMSOEVER.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS. STELLE MAI P'POOL, AS HER SEPARATE ESTATE, 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. EXCEPT 1945 TAXES.

I further covenant and bind MYSELF, MY SUCCESSORS ~~&~~ and representatives, to warrant and forever defend the title to said real estate to said MRS. STELLA MAI P'POOL, SEPARATE ESTATE, ETC., 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 MRS. STELLA MAI P'POOL, OF LAWFUL AGE, do hereby transfer and convey unto W. RUFUS PARDUE , 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.