WE , the said ALMA MAREE MOORE AND JOYCE LOUISE MOORE , 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~~s~~ ~~XXXX~~ INSURABLE VALUE 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 ALMA MAREE MOORE AND JOYCE LOUISE MOORE , 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 ALMA MAREE MOORE AND JOYCE LOUISE MOORE, 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 L.M. NELSON 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 CLAUDE B. GARRISON, W.L. CUNNINGHAM AND DALE PENUEL, D/B/A/ MODERN BUILDERS & SUPPLY COMPANY , AND ALMA MAREE MOORE AND JOYCE and LOUISE MOORE, , hereunto set our hands at NASHVILLE , Tennessee, this the 13TH day of NOVEMBER , 19 45.

CLAUDE B. GARRISON
W.L. CUNNINGHAM
DALE PENUEL
ALMA MAREE MOORE
JOYCE LOUISE MOORE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARY SUE OWEN , a Notary Public in and for said County and State, the within named CLAUDE B. GARRISON AND DALE PENUEL, PARTNERS DOING BUSINESS AS MODERN BUILDERS & SUPPLY COMPANY, AND ALMA MAREE MOORE AND JOYCE LOUISE MOORE, BOTH SINGLE 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 17TH day of NOVEMBER 19 45.

My commission expires JAN 10 1946

(Seal) MARY SUE OWEN
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LAWRENCE GRACE , a Notary Public in and for said County and State, the within named W.L. CUNNINGHAM , the bargainor ~~X~~ with whom I am personally acquainted, and who acknowledged that HE 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 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~~ BAXTER, TENN, this 15TH day of NOVEMBER 19 45.

My commission expires JAN 13TH 1949

U.S.R.S.$4.95

(Seal) LAWRENCE GRACE
Notary Public.

REC'D NOV 20, 1945 AT 3:13 P.M.

C

INSTALLMENT DEED

Book No. 1312

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND NINE HUNDRED SEVENTY-FIVE AND NO/100 ($4975.00) DOLLARS of which ONE THOUSAND FIVE HUNDRED AND NO/100 ($1500.00) DOLLARS has been paid in cash by JAMES A. GIBBONS AND WIFE, ALBERTA ELIZABETH GIBBONS the receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND FOUR HUNDRED SEVENTY-FIVE AND NO/100 ($3475.00) DOLLARS the said JAMES A. GIBBONS AND WIFE, ALBERTA ELIZABETH GIBBONS HAVE EXECUTED AND DELIVERED THEIR TWO NOTES, ONE IN THE SUM OF $1001 DUE AND PAYABLE ON OR BEFORE SIX MONTHS FROM DATE AND BEARING INTEREST AT THE RATE OF 6% PER CENT PER ANNUM, THE OTHER FOR $2474 PRINCIPAL AMOUNT DUE AND PAYABLE IN 61 MONTHLY INSTALLMENTS, THE FIRST 60 OF WHICH ARE IN THE AMOUNT OF $37.37 EACH INCLUDING PRINCIPAL AND INTEREST, SAID INSTALLMENTS TO BE APPLIED FIRST TO THE PAYMENT OF INTEREST AT THE RATE OF 6 PER CENT PER ANNUM ON THE UNPAID BALANCE MONTHLY WITH THE REMAINDER OF EACH MONTHLY INSTALLMENT APPLICABLE TO THE PRINCIPAL, AND THE REMAINDER OF SAID PRINCIPAL AMOUNT DUE ON OR BEFORE THE 61ST MONTH; THE FIRST ONE OF SAID INSTALLMENTS FALLS DUE ON OR BEFORE DECEMBER 15, 1945, AND THER OTHERS, ONE ON OR BEFORE THE 15TH DAY OF EACH AND EVERY SUCCEEDING MONTH RESPECTIVELY THEREAFTER UNTIL ALL MATURE; BOTH OF SAID NOTES ARE PAYABLE TO THE ORDER OF "OURSELVES" AND BY US ENDORSED AND NEGOTIATED FOR THEIR FULL VALUE.

all of said notes being secured by a deed of trust 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

WE, J.R. JONES AND WIFE, LUCY JONES,

have this day bargained and sold, and do hereby transfer and convey, unto the said JAMES A. GIBBONS AND WIFE, ALBERTA ELIZABETH GIBBONS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.201 ON THE MAP OF VICTORIA PLACE, AS OF RECORD IN BOOK 332, PAGE 10 REGISTER'S OFFICE FOR SAID COUNTY

SAID LOT NO.201 FRONTS 60 FEET ON THE NORTHERLY SIDE OF CLAYTON AVENUE AND EXTENDS BACK BETWEEN PARALLEL LINES 140 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO J.R. JONES AND WIFE, LUCY JONES BY DEED FROM MRS. HEWELL D. KINGERY AND HUSBAND, OF RECORD IN BOOK 1315 PAGE 80, SAID REGISTER'S OFFICE.

IT IS UNDERSTOOD THAT THE PREMISES ARE NOW RENTED AND THAT POSSESSION THEREOF AND EVICTION OF THE TENANT ARE SUBJECT TO THE RULES AND REGULATIONS OF THE RENT CONTROL BOARD OF THE OFFICE OF PRICE ADMINISTRATION.

OC

I declare that I am the true and lawful holder of 1-Note $2474 secured by the instrument within mentioned, and I hereby acknowledge the satisfaction thereof and discharge of the lien thereof at this time. This 15 day of June 1949

Attest: J.P. Wilson DEPUTY REGISTER

BANK OF GOODLETTSVILLE
By J.O. Gillespie Pres.-Cashier

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES A. GIBBONS AND WIFE, ALBERTA ELIZABETH GIBBONS, 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 1945 TAXES, WHICH THE PURCHASERS ASSUME AND AGREE TO PAY.

WE further covenant and agree that

OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to JAMES A. GIBBONS AND WIFE, ALBERTA ELIZABETH GIBBONS, 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 JAMES A. GIBBONS AND WIFE, ALBERTA ELIZABETH GIBBONS do hereby transfer and convey unto L.A. NEWMAN , 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.

Received for record this 4 day of July 1946 at 10:00 A.M. and recorded in Vol. 1311 page 22 of the Register's Office for Davidson County, State of Tennessee.

Attest: J.P. Wilson DEPUTY REGISTER