WE , the said B. T. SMITH AND WIFE, ARVELLA SMITH , 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 $1700.00 FIRE AND WINDSTORM 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 B. T. SMITH AND WIFE, ARVELLA SMITH , 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 B. T. SMITH AND WIFE ARVELLA SMITH, 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 J. O. MARTIN 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 or settlement in relation thereto.~~

In Witness Whereof, We, the said WILLIAM C. COCKRILL AND WIFE HAZEL BRANDON COCKRILL , hereunto set our hands and B. T. SMITH AND WIFE, ARVELLA SMITH at NASHVILLE , Tennessee, this the 14TH day of MARCH , 1946

WILLIAM C. COCKRILL
HAZEL BRANDON COCKRILL

B. T. SMITH
ARVELLA SMITH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FANNIE R. WRIGHT , a Notary Public in and for said County and State, the within named WILLIAM C. COCKRILL AND WIFE, HAZEL BRANDON COCKRILL the bargainors , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And having appeared before me privately and apart from husband , the said , of 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 18TH day of MARCH 19 46.

My commission expires OCTOBER 4, 1948 (Seal) FANNIE R. WRIGHT Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FANNIE R. WRIGHT , a Notary Public in and for said County and State, the within named B. T. SMITH AND WIFE ARVELLA SMITH the bargainor , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And having appeared before me privately and apart from husband , the said , of 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 14TH day of MARCH 1946.

My commission expires OCTOBER 4, 1948 (Seal) FANNIE R. WRIGHT Notary Public.

RECEIVED MARCH 19, 1946 AT 10:30 A.M. - USRS $2.20 - DG

NUMBER 52327 RECORDED MAR. 20, 1946.

TOM RESHA ET UX TO PAUL H. TANKSLEY ET UX.

INSTALLMENT DEED

Book No. 1312

FOR AND IN CONSIDERATION of the sum of ($3500.00) THIRTY-FIVE HUNDRED AND NO/100 DOLLARS of which ($700.00) SEVEN HUNDRED AND NO/100--- DOLLARS has been paid in cash by PAUL H. TANKSLEY AND WIFE, KATIE STRATTON TANKSLEY, the receipt of which is hereby acknowledged, and for the remainder ($2800.00) TWENTY-EIGHT HUNDRED AND NO/100---- DOLLARS the said PAUL H. TANKSLEY AND WIFE, KATIE STRATTON TANKSLEY, HAVE EXECUTED THEIR JOINT PROMISSORY NOTE OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF TOM RESHA AND WIFE, LOUISE JONES /RESHA IN ONE HUNDRED THIRTY-NINE (139) EQUAL MONTHLY INSTALLMENTS OF TWENTY-EIGHT DOLLARS ($28.00) EACH WHICH INCLUDE BOTH PRINCIPAL AND INTEREST AT 6%. THE FIRST OF SAID INSTALLMENTS IS DUE ON THE 16TH DAY OF APRIL. 1946. AND ONE EACH MONTH HERAFTER UNTIL ALL HAVE BEEN PAID.

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 18 day of Nov 1957

Attest: [illegible] DEPUTY REGISTER Fred Rose

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 TOM RESHA AND WIFE, LOUISE JONES RESHA have this day bargained and sold, and do hereby transfer and convey, unto the said PAUL H. TANKSLEY AND WIFE, KATIE STRATTON TANKSLEY, THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 32 OF BLOCK 21 ON THE MAP OF BUENA VISTA, OF RECORD IN BOOK 57, PAGE 26, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 32 FRONTS 50 FEET ON THE WESTERLY SIDE OF 14TH AVENUE, NORTH AND RUNS BACK BETWEEN PARALLEL LINES 148 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO TOM RESHA AND WIFE, MINNIE RESHA BY DEED FROM EDD FYKE AND WIFE, OF RECORD IN BOOK 802, PAGE 198, SAID REGISTER'S OFFICE.

NOTE; THE PURCHASERS HEREBY ASSUME THE PAYMENT OF ALL TAXES FOR THE YEAR OF 1946.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said PAUL H. TANKSLEY AND WIFE, KATIE STRATTON TANKSLEY, 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 TAXES FOR 1946 WHICH HAVE BEEN PRO-RATED THAT THE PURCHASER IS TO PAY WHEN DUE. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said heirs and assigns, against the lawful claims of all persons. PAUL H. TANKSLEY AND WIFE, KATIE STRATTON TANKSLEY, THEIR,

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 PAUL H. TANKSLEY, AND WIFE, KATIE STRATTON TANKSLEY do hereby transfer and convey unto ISOM T. RESHA , 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.