NOW , the said WILLIAM A. JONES AND WIFE, JENNIE R. JONES , 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 $ 3000 FIRE $1000 STORM 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.

THEY 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 THEY 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 THEY , the said WILLIAM A. JONES AND WIFE, JENNIE R. JONES , 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 THEY 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 THEY 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.

THEY 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. THEY 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 WILLIAM A. JONES AND WIFE, JENNIE R. JONES 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 W. RUFUS PARDUE 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 -- --

and -- , hereunto set our hands

at -- , Tennessee, this the 31 day of MAR , 19 45

ARTHUR V. NEWMAN
MARY A. NEWMAN
WILLIAM AUSTIN JONES
JENNIE RAMBO JONES

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE V. STEPHENS. , a Notary Public in and for said County and State, the within named ARTHUR V. NEWMAN AND WIFE, MARY A. NEWMAN & WILLIAM AUSTIN JONES AND WIFE, JENNIE RAMBO JONES, 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 freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

X DAVIDSON COUNTY,

Witness my hand and official seal at Nashville, Tennessee, this 31ST day of MARCH 19 45 .

My commission expires OCT. 13, 1947.
J.S.R.S. $1.95
RECEIVED APRIL 2, 1945 AT 10:13 A.M.
SW

LOUISE V. STEPHENS.
(Seal).....
Notary Public.

NUMBER 23457 RECORDED APRIL 3RD, 1945.

JESSE WOLF ET ALS, ------TO---- ELROY SIMPSON ET UX.

INSTALLMENT DEED

Book No. 1323

FOR AND IN CONSIDERATION of the sum of ($1850.00) EIGHTEE HUNDRED FIFTY ANDNO/100 DOLLARS of which ($375.00) THREE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS has been paid in cash by ELROY SIMPSON AND WIFE, LAURA E.SIMPSON , the receipt of which is hereby acknowledged, and for the remainder ($1475.00) FOURTEEN HUNDRED SEVENTY FIVE AND NO/100 DOLLARS the said ELROY SIMPSON AND WIFE LAURA E. SIMPSON HAVE THIS DATE EXECUTED AND DELIVERED THEIR

ONE JOINT PROMISSORY NOTE IN THE PRINCIPAL SUM OF $1475.00 PAYBLE TO THE ORDER OF JESSE WOLF AND SAM WOLF, SAID NOTEBEING PAYABLE IN EIGHTY FOUR (84) MONTHLY PAYMENTS OF $21.56 EACH WHICH INCLUDES PRINCIPAL AND INTEREST AT THE RATE OF SIX PER CENT (6%) PER ANNUM FIRST ONE OF SAID PAYMENTS BECOMING DUE AND PAYABLE ON OR BEFORE APRIL 28TH 1945, AND ONE BECOMING DUE AND PAYABLE ON OR BEFORE THE 28TH DAY OF EACH MONTH THEREAFTER UNTIL THE ENTIRE PRINCIPALSUM AND INTEREST THEREON HAS BEEN PAID IN FULL

I declare that I am the true and lawful holder of the notion secured by the instrument with re recorded, and I ... the satisfaction thereof and discharge of the lien to secure the same in my... This the 16 day of June 1945

Attest: E. J. Wilson DEPUTY REGISTER BROADWAY NAT'L BANK Nashville, Tenn.

By W. W. Wilson Vice Pres. - Cashier

~~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 WE, JESSE WOLF AND SAM WOLF,

have this day bargained and sold, and do hereby transfer and convey, unto the said ELROY SIMPSON AND WIFE LAURA E. SIMPSON

---THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING THE NORTHERLY 50 FEET OF THE SOUTHERLY 52 FEET OF LOT NO.6 IN CANTRELL & WALKER'S SUBDIVISION OF LOT NO.76, IN BALCH AND WHITESIDE'S ADDITION, OF RECORD IN BOOK 16 PAGE 263, REGISTER'S OFFICE FOR SAID COUNTY,AND IN MINUTE BOOK "G" PAGE 694, OF THE CHANCERY COURT, AT NASHVILLE

SAID PART OF SAID LOT NO.6 FRONTS 50 FEET ON THE EASTERLY SIDE OF 8TH AVENUE NORTH FORMERLY SPRUCE STREET, AND RUNS BACK BETWEEN PARALLEL LINES 174-1/2 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO JESSE WOLF BY DEED FROM H.C. PEARSON ,TRUSTEE, OF RECORD IN BOOK 895, PAGE 184, SAID REGISTER'S OFFICE. ALSO,A ONE- HALF UNDIVIDED INTEREST IN THE ABOVE DESCRIBED PROPERTY WAS CONVEYED TO SAM WOLF BY DEED FROM JESSE WOLF , AS OF RECORD IN BOOK _____ PAGE ____ REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ELROY SIMPSON AND WIFE LAURA E.SIMPSON 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 1945 TAXES WHICH HAVE THIS DATE BEEN PRO RATED AND ASSUMED BY GRANTEES HEREIN WE, further covenant and bind OURSELVES OUR---------- heirs and representatives, to warrant and forever defend the title to said real estate to said ELROY SIMPSON AND WIFE LAURA E. SIMPSON---- 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 ELROY SIMPSON AND WIFE LAURA E.SIMPSON

do hereby transfer and convey unto CARL T. HINRICHS , 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.