WE , the said GLENN D. RICHARDS AND WIFE, ETHEL RICHARDS , 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 GLENN D. RICHARDS AND WIFE, ETHEL RICHARDS , 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 GLENN D. RICHARDS AND WIFE ETHEL RICHARDS, 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 WILLIAM J. ELY Trustee, shall be vested in said successor.

~~Said Trustee shall execute this trust without bond unless required to give bond, and he shall not be required to file any account of his doings in relation to his trusteeship.~~

In Witness Whereof, We, the said SADIE V. BARNES

and GLENN D. RICHARDS AND WIFE ETHEL RICHARDS , hereunto set our hands

at NASHVILLE , Tennessee, this the 27TH day of MARCH , 1945

SADIE V. BARNES

GLENN D. RICHARDS
ETHEL RICHARDS

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 SADIE V. BARNES, UNMARRIED AND GLENN D. RICHARDS AND WIFE, ETHEL RICHARDS the bargainor , 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

X

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 5TH day of APRIL 1945.

My commission expires OCT. 13, 1947 (Seal) LOUISE V. STEPHENS

Notary Public.

RECEIVED APRIL 9, 1945 AT 12:25 P.M. - USRS $1.10 - DG

NUMBER 23870 RECORDED APRIL 9TH, 1945.

H.A. REYNOLDS ET UX. ------TO--- J.F. HARDEN, ET UX.

STAGG MARSHALL & BRUCE: NASHVILLE

INSTALLMENT DEED

Book No. 1323

FOR AND IN CONSIDERATION of the sum of THIRTY FIVE HUNDRED AND NO/100 ($3500.00) DOLLARS

of which SEVEN HUNDRED AND NO/100 ($700.00) DOLLARS has been paid in cash by J.F. HARDEN AND WIFE GENEVA BELL HARDEN, , the receipt of which is hereby acknowledged, and for the remainder TWENTY EIGHT HUNDRED AND NO/100 ($2800.00) DOLLARS the said J.F. HARDEN AND WIFE GENEVA BELL HARDEN, HAVE EXECUTED THEIR 56 JONT LIEN NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF H.A. REYNOLDS, SAID NOTES BEING FOR THE PRINCIPAL SUM OF $50.00 EACH TO WHICH THE INTEREST AT 5% HAS BEEN ADDED MAKING THE FIRST NOTE AMOUNT TO $61.67 WITH EACH NOTE DECREASING 20 AND 5/6 AND THE LAST NOTE AMOUNTING TO $50.21 THE FIRST OF SAID NOTES FALLS DUE APRIL 21, 1945, AND ONE ON THE 21ST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID.

NOTE: PURCHASER ASSUMES AND AGREES TO PAY ALL 1945 TAXES ASSESSED AGAINST THE PROPERTY HEREIN CONVEYED.

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 1st day of Oct. 1949

Attest: W. M. Finley DEPUTY REGISTER H.A. Reynolds

OF 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 WE , H.A. REYNOLDS AND WIFE RACHEL M.REYNOLDS,

have this day bargained and sold, and do hereby transfer and convey, unto the said J.F. HARDEN AND WIFE GENEVA BELL HARDEN, THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: A TRACT OF LAND IN THE 2ND FORMERLY THE 3RD AND 5TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS;

BEGINNING AT AN ELM WHICH IS 460 FEET NORTH OF A POINT IN THE CENTER OF THE MURFREESBORO TURNPIKE ROAD, THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO A.G. GOODLETT, BY DEED FROM JOS.T. JOHNSON, OF RECORD IN BOOK 265, PAGE 268, REGISTER'S OFFICE FOR SAID COUNTY, AND RUNNING THENCE NORTH 5¼ DEGREES EAST, WITH THE WESTERN BOUNDARY LINE OF SAID TRACT OF LAND, 1097 FEET TO THE CENTER OF HAMILTON CHURCH ROAD, THENCE NORTH 86½ DEGREES WEST, WITH THE CENTER OF SAID ROAD, 603 FEET TO THE NORTHEAST CORNER OF THE HAMILTON CHURCH LOT THENCE SOUTH 6 DEGREES WEST WITH THE EASTERN BOUNDARY LINE OF SAID CHURCH LOT, 198 FEET TO THE SOUTHEAST CORNER OF SAID LOT THENCE WITH THE SOUTHERN BOUNDARY LINE OF SAID LOT NORTH 87½ DEGREES WEST 594 FEET AND SOUTH 70 DEGREES WEST 176 FEET TO THE CENTER OF SAID TURNPIKE ROAD AND THENCE SOUTH 46 DEGREES 22' EAST WITH THE CENTER OF SAID ROAD, 1678 FEET TO A POINT IN THE CENTER OF SAID ROAD/ CORNER .79 ACRE TRACT SOLD TO LEIGH THENCE NORTH 55 DEGREES 45' WEST 195 FEET TO A STAKE LEIGH'S NORTHWEST CORNER; THENCE SOUTH 78 DEGREES EAST 250 FEET TO THE BEGINNING.

BEING A PART OF THE SAME PROPERTY CONVEYED TO H.A. REYNOLDS BY DEED FROM THEO W. ECKHARDT OF RECORD IN BOOK 1044, PAGE 633 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 J.F.HARDEN, AND WIFE GENEVA BELL HARDEN, 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. ----

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said J.F. HARDEN AND WIFE GENEVA BELL HARDEN, 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 J.F. HARDEN AND WIFE GENEVA BELL HARDEN do hereby transfer and convey unto E.B.WRATHER , 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.