WE, , the said LEWIS DALE WILLIS AND WIFE DORIS GERALDINE WILLIS , 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 $ 2500.00 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 LEWIS DALE WILLIS AND WIFE DORIS GERALDINE WILLIS , 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 LEWIS DALE WILLIS AND WIFE DORIS GERALDINE WILLIS, 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 H.A. ESKRIDGE, Trustee, shall be vested in said successor.

~~Said Trustee shall execute bond with surety, to be approved by the Clerk of the Circuit Court of said County in the sum of $ in addition to the bond required by law.~~

In Witness Whereof, We, the said CARRIE F. CHILDRESS,

and LEWIS DALE WILLIS AND WIFE DORIS GERALDINE WILLIS , hereunto set our hands

at MURFREESBORO , Tennessee, this the 1ST day of MAY , 1945.

CARRIE F. CHILDRESS,

LEWIS DALE WILLIS,

DORIS GERALDINE WILLIS,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARY C. TERRY , a Notary Public in and for said County and State, the within named CARRIE F. CHILDRESS, A WIDOW AND LEWIS DALE WILLIS AND WIFE DORIS GERALDINE WILLIS, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

~~and~~ , ~~of the said~~

having appeared before me privately and apart from husband , 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 12TH day of MAY 19 45.

My commission expires APRIL 20, 1948

U.S.R.S. $ 3.85

(Seal) MARY C. TERRY

Notary Public.

RECEIVED MAY 12TH 1945. AT 8;27 A.M. FC.

INSTALLMENT DEED

Book No. 1323

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND SEVEN HUNDRED FIFTY & NO/100 ($2750.00) DOLLARS of which SEVEN HUNDRED & NO/100 ($700.00) DOLLARS has been paid in cash by A PART OF JOHN W. JONES AND WIFE GLADYS B. JONES , the receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND FIFTY & NO/100 ($2050.00) DOLLARS the said JOHN W. JONES AND WIFE, GLADYS B. JONES HAVE EXECUTED THEIR JOINT PROMISSORY NOTE, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF MURFREESBORO SAVINGS & LOAN ASSOCIATION IN THE AMOUNT OF $1,750.00, WITH INTEREST AT 6% PER ANNUM, PAYABLE IN MONTHLY INSTALLMENTS, WHICH NOTE IS A FIRST LIEN ON THE PROPERTY HEREINAFTER DESCRIBED AND IS SECURED BY A DEED OF TRUST EXECUTED BY JOHN W. JONES AND WIFE, GLADYS B. JONES, AND FILED SIMULTANEOUSLY HEREWITH; AND FOR THE BALANCE THE SAID JOHN W. JONES AND WIFE GLADYS B. JONES HAVE EXECUTED THEIR JOINT PROMISSORY NOTE, BEARING EVEN DATE HEREWITH, IN THE AMOUNT OF $300.00, PAYABLE $25.00 MONTHLY BEGINNING JUNE 1, 1945, AND BEARING INTEREST AT THE RATE OF 6% PER ANNUM, PAYABLE MONTHLY,

1-Note for $300.00

...to the satisfaction thereof

28 day of Sept 48

...

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, N. T. GILES AND WIFE, JENNIE LEE GILES

have this day bargained and sold, and do hereby transfer and convey, unto the said JOHN W. JONES AND WIFE GLADYS B. JONES, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PARTS OF LOTS 23 AND 24 IN THE HIGHLAND PLAN, OF RECORD IN BOOK 57, PAGE 68, REGISTER'S OFFICE FOR SAID COUNTY, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 33-1/3 FEET FROM THE SOUTHEAST CORNER OF LOT NO. 24 AND EXTENDING EASTWARDLY ALONG THE MARGIN OF GRAND AVENUE 33-1/3 FEET TO A LOT SOLD BY J. B. HAYNIE TO M. H. FARLEY; THENCE ALONG FARLEY'S LINE NORTHWARDLY 175 FEET TO AN ALLEY; THENCE WESTWARDLY WITH THE SOUTH MARGIN OF SAID ALLEY 32 FEET TO A LOT SOLD BY HAYNIE TO A. L. AND M. R. MILLWHITE; THENCE SOUTHWARDLY ALONG THE LINE OF SAID LOT 175 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO N. T. GILES AND WIFE JENNIE LEE GILES, BY DEED FROM SALLIE E. KINCAID, OF RECORD IN BOOK 1019, PAGE 406, SAID REGISTER'S OFFICE

TAXES FOR THE YEAR 1945 HAVE BEEN PRORATED AS OF THIS DATE AND ARE ASSUMED BY THE PURCHASER HEREIN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN W. JONES AND WIFE GLADYS B. JONES, 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 JOHN W. JONES AND WIFE, GLADYS B. JONES, 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 JOHN W. JONES AND WIFE GLADYS B. JONES

do hereby transfer and convey unto L. M. NELSON , 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.