WE , the said HARRY E. HAMILTON AND WIFE, ETHEL MATLOCK HAMILTON, 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 $ NOTHING 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 HARRY E. HAMILTON AND WIFE ETHEL MATLOCK HAMILTON , 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. IF 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 ETHEL MATLOCK HAMILTON, HER 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 CLEARY GILMORE , 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 R.F. LEE AND WIFE, GERTRUDE LEE

and HARRY E. HAMILTON AND WIFE, ETHEL MATLOCK HAMILTON , hereunto set our hands

at NASHVILLE , Tennessee, this the 2ND day of JULY , 19 45.

R.F. LEE
GERTRUDE LEE
HARRY E. HAMILTON
ETHEL MATLOCK HAMILTON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, VERTRICE NEWSOM , a Notary Public in and for said County and State, the within named R.F. LEE AND WIFE, GERTRUDE LEE,

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

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. X

~~Witness my hand and official seal at Nashville, Tennessee, this~~ 2ND ~~day of~~ JULY 19 45.

My commission expires JULY 7, 1946

(Seal) VERTRICE NEWSOM
Notary Public.

STATE OF TENNESSEE
DAVIDSON COUNTY
PERSONALLY APPEARED BEFORE ME, MARY MCINTURE, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED HARRY E. HAMILTON AND WIFE, ETHEL MATLOCK HAMILTON, THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 2ND DAY OF JULY 1945.
COM EX 1-9-47 (SEAL) MARY MCINTYRE, NOTARY PUBLIC
U.S.R.S.$1.10
REC'D JUL 10, 1945 AT 3:30 P.M.
CM

NUMBER 29881
RECORDED JULY 11, 1945

TOM F. JONES AND WIFE, RUTH J. JONES TO LEONARD GILBREATH AND WIFE, BROWNIE GILBREATH

INSTALLMENT DEED

Book No. 1324

FOR AND IN CONSIDERATION of the sum of EIGHTEEN HUNDRED & NO/100 ($1800.00) DOLLARS of which THREE HUNDRED & NO/100 DOLLARS has been paid in cash by LEONARD BILBREATH AND WIFE, BROWNIE GILBREATH , the receipt of which is hereby acknowledged, and for the remainder FIFTEEN HUNDRED & NO/100 ($1500.00) DOLLARS the said LEONARD GILBREATH AND WIFE, BROWNIE GILBREATH HAVE ASSUMED A LOAN OF $1250.00, AS SET OUT IN DEED OF TRUST EXECUTED BY TOM F. JONES AND WIFE, RUTH J. JONES, TO ERNEST M. JORDAN, TRUSTEE, OF RECORD IN BOOK 1051, PAGE 628 TO SECURE THE MURFREESBORO FEDERAL SAV. & LOAN ASSN, ONE NOTE, DATED APRIL 19, 1945, FOR $1250.00, WITH 6% INTEREST, BOTH PRINCIPAL AND INTEREST PAYABLE IN 139 MONTHLY INSTALLMENTS OF $12.50 EACH BEGINNING MAY 1, 1945, AND FOR THE RESIDUE, THE SAID LEONARD GILBRETH AND WIFE, BROWNIE GILBRETH HAVE EXECUTED ONE JOINT PROMISSORY NOTE IN AMOUNT OF $250.00, OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF "OURSELVES" PAYABLE $12.50 PER MONTH WITH INTEREST AT THE RATE OF 6% PER ANNUM, ALSO PAYABLE MONTHLY. THE FIRST INSTALLMENT BEING DUE JULY 1ST, AND ONE ON THE 1ST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL THE ENTIRE PRINCIPAL SUM HAS BEEN LIQUIDATED IN FULL.

I declare that [illegible] 1-Nov #250.00 [illegible] acknowledge the satisfaction [illegible] secured [illegible] thereof [illegible] day of 1946
Attest: J.P. Wilson
Jack-Jordan Co.
by Joseph M. Dawson Secty

AFTER 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

TOM F. JONES AND WIFE, RUTH J. JONES

have this day bargained and sold, and do hereby transfer and convey, unto the said LEONARD GILBREATH AND WIFE, BROWNIE GILBREATH THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS. 86 AND 87 ON THE MAP OF CUMBERLAND NURSERIES SUBDIVISION, OF RECORD IN BOOK 161, PAGE 139, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOTS NOS. 86 AND 87 ADJOIN AND FRONT TOGETHER 65 FEET ON THE NORTHERLY SIDE OF JOINER AVENUE AND RUN BACK BETWEEN PARALLEL LINES, LOT NO. 86 RUNNING BACK ALONG THE WESTERLY MARGIN OF BURBANK AVENUE, 189 FEET TO AN ALLEY IN THE REAR.

BEING THE SAME PROPERTY CONVEYED TO TOM F. JONES BY DEED FROM GEORGE T. ROBERTS AND WIFE, OF RECORD IN BOOK 1315, PAGE 498, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LEONARD GILBREATH AND WIFE, BROWNIE GILBREATH 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 LEONARD GILBREATH AND WIFE, BROWNIE GILBREATH, 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 LEONARD BILBREATH AND WIFE BROWNIE GILBREATH , Trustee, his successors and assigns, the do hereby transfer and convey unto FRANK G. MADDUX real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.