WE , the said LEONARD GILBREATH AND WIFE, BROWNIE GILBREATH , 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 $ 1500.00 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 LEONARD GILBREATH AND WIFE, BROWNIE GILBREATH , 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 LEONARD GILBREATH AND WIFE, BROWNIE GILBREATH 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 FRANK G. MADDUX 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 TOM F. JONES AND WIFE, RUTH J. JONES and LEONARD GILBREATH AND WIFE, BROWNIE GILBREATH , hereunto set our hands at NASHVILLE , Tennessee, this the 28TH day of MAY , 1945

TOM F. JONES
RUTH J. JONES
LEONARD GILBREATH
BROWNIE BILBREATH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, HERBERT N. JORDAN , a Notary Public in and for said County and State, the within named TOM F. JONES AND WIFE, RUTH J. JONES AND LEONARD GILBREATH AND WIFE, BROWNIE GILBREATH 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 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 5TH day of JULY 19 45.

My commission expires OCT. 14, 1948
U.S.R.S. $2.20
RECEIVED JULY 10, 1945 AT 11:21 A.M.
S

(Seal) HERBERT N. JORDAN
Notary Public.

NUMBER 29878
RECORDED JULY 11, 1945

S. D. COLEMAN TO JAMES DAVID SEAY AND IDA BELL SEAY

STAMP: MARSHALL & BRUCE, NASHVILLE

INSTALLMENT DEED

Book No. 1324

FOR AND IN CONSIDERATION of the sum of ELEVEN HUNDRED AND FIFTY DOLLARS ($1150) DOLLARS of which THREE HUNDRED DOLLARS ($300) DOLLARS has been paid in cash by JAMES DAVID SEAY AND WIFE, IDA BELL SEAY , the receipt of which is hereby acknowledged, and for the remainder EIGHT HUNDRED FIFTY DOLLARS ($850) DOLLARS the said JAMES DAVID SEAY AND IDA BELL SEAY HAVE EXECUTED AND DELIVERED TO THE GRANTOR HEREIN THEIR FORTY-THREE (43) JOINT PROMISSORY NOTES, OF SAME DATE HEREWITH, THE FIRST 42 OF WHICH ARE FOR TWENTY DOLLARS ($20) EACH AND THE LAST ONE FOR TEN DOLLARS ($10) NUMBERED 1 TO 43 INCLUSIVE, ALL PAYABLE TO THE ORDER OF S. D. COLEMAN, THE GRANTOR, THE FIRST OF WHICH SERIES OF NOTES SHALL BECOME DUE AND PAYABLE ON THE 10TH DAY OF AUGUST 1945, AND EACH OF THE REMAINING NOTES ON THE 10TH DAY OF EACH SUCCEEDING MONTH, IN CONSECUTIVE NUMERICAL ORDER, UNTIL THE WHOLE NUMBER SHALL BE 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 24 day of June 1947.
Attest: J. P. Wilson DEPUTY REGISTER S. D. Coleman

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 I, S. D. COLEMAN, AN UNMARRIED MAN,

have this day bargained and sold, and do hereby transfer and convey, unto the said JAMES DAVID SEAY AND WIFE, IDA BELL SEAY, THEIR HIS, OR HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTHERLY ONE-HALF OF THE SOUTHERLY 62 FEET OF LOT NO. 183 ON THE MAP OF MC-GAVOCK, WETMORE AND OTHERS ADDITION, AS OF RECORD IN BOOK 21, PAGE 41, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

SAID PART OF SAID LOT NO. 183 FRONTS THIRTY-ONE (31) FEET ON THE WESTERLY SIDE OF 12TH AVENUE, NORTH, FORMERLY FLORENCE STREET (THE PRESENT NASHVILLE CITY HOUSE NUMBER BEING 1633), AND RUNS BACK BETWEEN LINES PARALLEL TO WHELESS STREET 154 FEET TO AN ALLEY; AND BEING PART OF THE SAME PROPERTY CONVEYED TO S. D. COLEMAN BY DEED FROM SUSAN C. WHITE, OF RECORD IN BOOK 1160, PAGE 452, IN SAID REGISTER'S OFFICE.

THE GRANTEES HEREIN ASSUME AND AGREE TO PAY ALL TAXES ASSESSED BY THE CITY OF NASHVILLE FOR THE YEAR 1945, THE STATE AND COUNTY TAXES FOR 1945 ARE TO BE PAID BY THE GRANTOR S. D. COLEMAN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES DAVID SEAY AND WIFE, IDA BELL SEAY, THEIR HIS OR HER heirs and assigns, I covenant that I AM forever, lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said JAMES DAVID SEAY AND IDA BELL SEAY THEIR, HIS, OR HER 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 JAMES DAVID SEAY AND IDA BELL SEAY do hereby transfer and convey unto VORA JOHNSON , 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.