WE , the said EARL JENKINS & WIFE MILDRED JENKINS , 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 EARL JENKINS & WIFE MILDRED JENKINS , 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. -- 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 EARL JENKINS & WIFE MILDRED JENKINS 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 W.M.WEST 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 KAREN M.WEST & HUSBAND RICHARD S. WEST EARL_____ and _____, hereunto set our hands at NASHVILLE, , Tennessee, this the 28 day of JUNE, , 19 45.

KAREN M.WEST

RICHARD S.WEST

EARL JENKINS

MILDRED JENKINS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MRS.MARGARET DOYLE , a Notary Public in and for said County and State, the within named KAREN M.WEST RICHARD WEST, EARL JENKINS, & MILDRED JENKINS the bargainor s , with whom I am personally acquainted, and who acknowledged that ---- executed the within instrument for the purposes therein contained.

And , of the said having appeared before me privately and apart from X husband , the said , acknowledged the execution of the said instrument to have been done by X freely, voluntarily, and understandingly, without compulsion or constraint from X said husband , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, DAVIDSON CO., Tennessee, this 25TH day of JULY 19 45.

My commission expires APR 12 - 1949.

(Seal) MRS.MARGARET DOYLE,
Notary Public.

U.S.R.S. $0.55

RECD JULY 30, 1945 AT 9:46 A.M.

NUMBER 31253 RECORDED JULY 31, 1945.

TOM RESHA,ET UX., TO R.E.EVANS, ET UX.

97446 MARSHALL & BRUCE-NASHVILLE

INSTALLMENT DEED

Book No. 1324

FOR AND IN CONSIDERATION of the sum of $350.00 -- THREE-HUNDRED-FIFTY AND NO/100 ---- DOLLARS of which ---- ONE-HUNDRED ($100.00) AND NO/100 ------- DOLLARS has been paid in cash by R.E.EVANS AND WIFE ROSA EVANS ---------- , the receipt of which is hereby acknowledged, and for the remainder the said $250.00 ---- TWO-HUNDRED-FIFTY AND NO/100 ---------- DOLLARS ------ R.E.EVANS AND WIFE ROSA EVANS -----

HAVE EXECUTED THEIR 25 JOINT MONTHLY NOTES, OF EVEN DATE HEREWITH, EACH NOTE IN THE PRINCIPAL SUM OF TEN ($10.00) DOLLARS, THE FIRST OF WHICH DUE AND PAYABLE ON OR BEFORE THE 29TH DAY OF JULY 1945, AND THE OTHERS ON OR BEFORE THE 29TH DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL ARE PAID ALL DUE AND PAYABLE TO TOM RESHA AND WIFE LOUISE JONES RESHA OR ORDER.

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 8th day of June 1945

Attest: J. P. Wilson DEPUTY REGISTER

Rse H K Jones

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, TOM RESHA AND WIFE LOUISE JONES RESHA

have this day bargained and sold, and do hereby transfer and convey, unto the said R.E.EVANS AND WIFE ROSA EVANS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LOCATED IN THE 8TH, FORMERLY 13TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AND BEING PART OF LOT NO.FIVE (5) IN OWENS BUENA VISTA PLAN, AS OF RECORD IN BOOK 57, PAGE 26, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF ADAMS OR WALSH STREET AND SAID POINT OF BEGINNING BEING 181 FEET, MORE OR LESS OR AT THE EASTERLY END OF THE LOT ROSA EVANS PURCHASED OF SAME DAVIS AND WIFE JOHNNIE DAVIS, BY DEED OF RECORD IN BOOK 1126, PAGE 522, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE WITH THE SOUTHERLY MARGIN OF SAID ADAMS STREET, AND EASTERLY 96 FEET, MORE OR LESS, TO THE WESTERLY LINE OF LOT NO.4 IN SAID PLAN; THENCE WITH THE SAME AND SOUTHERLY 173 FEET TO A DEAD LINE; THENCE WESTERLY WITH SAID DEAD LINE 99 FEET, MORE OR LESS TO THE WESTERLY LINE OF LOT 5, BEING THE LINE BETWEEN LOT 5 AND 6 IN SAID PLAN; THENCE NORTHERLY 173 FEET TO THE PLACE OF THE BEGINNING, THIS BEING A PART OF THE SAME PROPERTY THE GRANTORS HEREOF, PURCHASED OF WARREN L.KING AND WIFE, BY DEED DATED APRIL 12TH 1945, AND OF RECORD IN BOOK NO. 1315, PAGE 485, OF SAID REGISTERS OFFICE.

IT IS UNDERSTOOD AND AGREED TO, BY BOTH THE SELLERS AND THE BUYERS THAT NO GUARANTY OF TITLE OR ABSTRACT WILL BE FURNISHED BY THE SELLERS ONLY THIS DEED OF WARRANTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said R.E.EVANS AND WIFE ROSA EVANS, 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 R.E.EVANS AND WIFE ROSA EVANS 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 R.E.EVANS AND WIFE ROSA EVANS. do hereby transfer and convey unto ISOM T.RESHA , 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.