WE , the said LINK CARNEY AND WIFE, RUBY CARNEY , 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 $ 1560.00 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 LINK CARNEY AND WIFE, RUBY CARNEY , 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 LINK CARNEY AND WIFE, RUBY CARNEY 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 J. B. WATSON, JR. 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 L. LOVELACE AND WIFE, BESSIE W. LOVELACE , hereunto set our hands and LINK CARNEY AND WIFE, RUBY CARNEY at NASHVILLE , Tennessee, this the 8TH day of AUGUST , 19 45

R L LOVELACE

BESSIE W. LOVELACE

LINK CARNEY

RUBY CARNEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, DOTSON BATSON , a Notary Public in and for said County and State, the within named R L LOVELACE AND WIFE, BESSIE W LOVELACE AND LINK CARNEY AND WIFE, RUBY CARNEY 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.

Witness my hand and official seal at Nashville, Tennessee, this 8 day of AUGUST 19 45

My commission expires APRIL 6, 1946 (Seal) DOTSON BATSON Notary Public.

U.S.R.S. $3.30

RECEIVED AUGUST 11, 1945 AT 10:27 A.M.

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NUMBER 32324

A H WELLS, ET UX

RECORDED AUGUST 13, 1945

TO ROBERT WILLIAM ROGERS, ET UX

INSTALLMENT DEED

Book No. 1335

FOR AND IN CONSIDERATION of the sum of SEVEN HUNDRED TWENTY AND NO/100 - - ($720.00) - - DOLLARS of which TWO HUNDRED AND NO/100- - - - ($200.00) - - - - - - - - DOLLARS has been paid in cash by ROBERT WILLIAM ROGERS AND WIFE, JEWELL ROGERS, the receipt of which is hereby acknowledged, and for the remainder FIVE HUNDRED TWENTY AND NO/100 - - - - - - - - - - - - ($520.00) - - - - - - - - - - DOLLARS the said ROBERT WILLIAM ROGERS AND WIFE, JEWELL ROGERS, HAVE EXECUTED THEIR II JOINT LIEN NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF A. H. WELLS AND WIFE, MAUDE L. WELLS, THE FIRST 10 OF SAID NOTES BEING FOR THE SUM OF $50.00 EACH AND THE 11TH. NOTE BEING FOR $20.00. THE FIRST OF SAID NOTES FALLS DUE ON SEPTEMBER 1, 1945 AND ONE ON THE FIRST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID.

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 fees, a lien is expressly retained on the land herein conveyed, WE, A. H. WELLS AND WIFE MAUDE L. WELLS, have this day bargained and sold, and do hereby transfer and convey, unto the said ROBERT WILLIAM ROGERS AND WIFE, JEWELL ROGERS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF LOT NO. 353 ON THE MAP OF RICHLAND REALTY COMPANY'S WEST LAWN SUBDIVISION, AS OF RECORD IN BOOK 421, PAGE 32, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHERLY MARGIN OF MINNESOTA AVENUE OR THE MURPHY ROAD AT THE NORTHEAST CORNER OF THE PROPERTY CONVEYED TO JOHN E. HOLLORAN AND WIFE BY DEED FROM KATIE S. SCHEFFER ET AL., OF RECORD IN BOOK 1285, PAGE 471, SAID REGISTER'S OFFICE; THENCE WITH THE EASTERLY LINE OF SAID HOLLORAN PROPERTY, SOUTHWARDLY 171½ FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF PROPERTY CONVEYED TO JOE S. RUTLAND AND WIFE BY DEED FROM A H WELLS AND WIFE, OF RECORD IN BOOK 1261, PAGE 448, SAID REGISTER'S OFFICE; THENCE WITH THE NORTHERLY LINE OF SAID RUTLAND PROPERTY EASTWARDLY 60 FEET; THENCE NORTHWARDLY 165 FEET, MORE OR LESS, TO THE SOUTHERLY MARGIN OF MINNESOTA AVENUE OR MURPHY ROAD; THENCE WITH SAME WESTWARDLY 60 FEET TO THE BEGINNING.

BEING PART OF THE PROPERTY CONVEYED TO A H WELLS AND WIFE, MAUDE L. WELLS, BY DEED FROM MARY E. ALLEN AND HUSBAND, DATED MARCH 14, 1922, OF RECORD IN BOOK 579, PAGE 43, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ROBERT WILLIAM ROGERS AND WIFE, JEWELL ROGERS, 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 ROBERT WILLIAM ROGERS AND WIFE, JEWELL ROGERS, 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 ROBERT WILLIAM ROGERS AND WIFE, JEWELL ROGERS do hereby transfer and convey unto M L STEPHENS , 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.