I , the said LILLIE V HINES , 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.

I 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 I 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 I , the said LILLIE V. HINES , 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 I 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 I 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.

I 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. I 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 LILLIE V. HINES, A WIDOW 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 C. W. RUSSELL 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 J. N. CHAMBERLIN AND ALMA B CHAMBERLIN and LILLIE V HINES , hereunto set our hands at NASHVILLE , Tennessee, this the 15 day of SEPT. , 1943

J. N. CHAMBERLIN
ALMA B CHAMBERLIN
LILLIE V HINES

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, DODSON BATSON , a Notary Public in and for said County and State, the within named J. N. CHAMBERLIN AND WIFE, ALMA B CHAMBERLIN AND LILLIE V HINES, A WIDOW 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 , 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 15 day of SEPTEMBER 1943.

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

U.S.R.S. $1.10

RECEIVED AUGUST 13, 1945 AT 9:31 A.M.

O

INSTALLMENT DEED

Book No. 1335

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND FIFTEEN HUNDRED ($1,015.00) - - - DOLLARS of which FIVE HUNDRED ($500.00) - DOLLARS has been paid in cash by DAVID S. FERGUESON, JR., AND WIFE, HELEN B. FERGUESON, the receipt of which is hereby acknowledged, and for the remainder FIVE HUNDRED FIFTEEN ($515.00) - DOLLARS the said DAVID S. FERGUESON, JR., AND WIFE, HELEN B. FERGUESON, HAVE EXECUTED THEIR JOINT PROMISSORY NOTE, OF EVEN DATE HEREWITH, IN THE AMOUNT OF FIVE HUNDRED FIFTEEN ($515.00) DOLLARS, PAYABLE TO J. D. GOURLEY AND WIFE, BESSIE GOURLEY, PAYABLE IN MONTHLY INSTALMENTS OF $10.00 PER MONTH, BEGINNING WITH JULY 1, 1945, AND ONE INSTALMENT OF SAID NOTE BECOMING DUE ON OR BEFORE THE FIRST OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID, THE LAST AND FINAL INSTALMENT BEING IN THE AMOUNT OF $15.00, SAID NOTE PROVIDING FOR 6% INTEREST TO BE COMPUTED AND ADDED TO THE PAYMENT OF EACH INSTALMENT WHEN 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, J. D. GOURLEY AND WIFE, BESSIE GOURLEY, have this day bargained and sold, and do hereby transfer and convey, unto the said DAVID S. FERGUESON, JR., AND WIFE, HELEN B. FERGUESON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

"BEING A PART OF TRACT OF LAND OF 380 ACRES OWNED BY J.D. GOURLEY AND BEGINNING AT A POINT IN THE CENTER OF THE COUNTY ROAD AT SOUTH-WEST CORNER OF A TRACT OF LAND SOLD BY GOURLEY TO W.L. RAGLAND IN 1943, RUNNING FROM SAID BEGINNING POINT WITH RAGLAND'S WEST BOUNDARY LINE NORTH 42 DEGREES WEST 1528 FEET TO AN OAK CORNER WITH HICKORY POINTER IN A HOLLOW, BRANCH OF TURNER CREEK; THENCE NORTH 72°WEST 425 FEET TO A STAKE; THENCE SOUTH 3½°WEST 1980 FEET TO A STAKE IN TOM NEWSOM'S BOUNDARY LINE; THENCE WITH MAYES LINE SOUTH 88°EAST 820 FEET TO A POINT IN THE CENTER OF THE COUNTY ROAD; THENCE WITH THE CENTER OF SAID ROAD IN A NORTHEASTERLY DIRECTION 998 FEET TO THE POINT OF BEGINNING, AND CONTAINING 50 3/4 ACRES, MORE OR LESS."

SAID EUNICE B. PARMAN AND HUSBAND, R.E.L.PARMAN HELD SAID PROPERTY AS TENANTS BY THE ENTIRETY. SAID R.E.L.PARMAN DIED JANUARY 27, 1945, AND SAID EUNICE B. PARMAN TOOK THE ABSOLUTE TITLE TO SAID PROPERTY AND IS THE HOLDER OF THE LIEN INDEBTEDNESS REFERRED TO IN DEED OF RECORD IN BOOK 931, PAGE 217, R.O.D.C. TENNESSEE.

AND BEING A TRACT OF LAND SURVEYED JUNE 9, 1945, BY JOHN WILKES, COUNTY SURVEYOR OF DAVIDSON COUNTY, TENNESSEE, OUT OF A 380 ACRE TRACT CONTAINED IN DEED FROM R.E.L. PARMAN AND WIFE, EUNICE B. PARMAN, OF RECORD IN BOOK 931, PAGE 217, R.O.D.C. TENNESSEE."

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said DAVID S. FERGUESON, JR., AND WIFE, HELEN B. FERGUESON, 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 OUR heirs and representatives, to warrant and forever defend the title to said real estate to said DAVID S. FERGUESON, JR., AND WIFE, HELEN B. FERGUESON, 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 DAVID S. FERGUESON, JR., AND WIFE, HELEN B. FERGUESON do hereby transfer and convey unto ANDREW D. TANNER , 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.