WE , the said BYRD HAMM AND WIFE ETHEL HAMM , 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 $ 1900.00 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 herein, the same to bear interest from the date of such payment.

Now, if WE , the said BYRD HAMM AND WIFE ETHEL HAMM , 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 BYRD HAMM AND WIFE ETHEL HAMM, 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 F. E. PEGRAM 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 VICTORIA BATES AND HUSBAND JOE BATES

and BYRD HAMM AND WIFE ETHEL HAMM , hereunto set our hands

at NASHVILLE , Tennessee, this the 25TH day of SEPTEMBER , 1945

VICTORIA BATES
JOE BATES

BYRD HAMM
ETHEL HAMM

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE V. STEPHENS , a Notary Public in and for said County and State, the within named VICTORIA BATES AND HUSBAND JOE BATES, & BYRD HAMM AND WIFE, ETHEL HAMM

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, DAVIDSON COUNTY Tennessee, this 6TH day of OCTOBER 19 45

My commission expires OCT. 15, 1947 (Seal) LOUISE V. STEPHENS Notary Public.

RECEIVED OCTOBER 10, 1945 AT 9:22 A.M. - USRS $2.20 - DG

INSTALLMENT DEED

Book No. 1336

FOR AND IN CONSIDERATION of the sum of $1200.00 -- TWELVE-HUNDRED AND NO/100 -------- DOLLARS of which ---- THREE-HUNDRED ($300.00) AND NO/100 --------- DOLLARS has been paid in cash by JOHN LUKE COWARD AND WIFE PEARLIE ELIZABETH COWARD the receipt of which is hereby acknowledged, and for the remainder $900.00 ----- NINE-HUNDRED AND NO/100 ---------- DOLLARS due said JOHN LUKE COWARD AND WIFE PEARLIE ELIZABETH COWARD ----

HAVE EXECUTED THEIR 60 NOTES OF EVEN DATE HERWITH AND EACH OF SAID NOTES BEING IN THE SUM OF PRINCIPAL SUM OF FIFTEEN ($15.00) DOLLARS, BUT WITH THE INTEREST CALCULATED ON THE UNPAID BALANCE FOR ONE MONTH WHICH WAS FOUND TO BE $4.50 THIS INTEREST ADDED INTO THE FACE OF THE FIRST NOTE THEREBY MAKING SAID FIRST NOTE BOTH PRINCIPAL AND INTEREST IN THE SUM OF $19.50 AND EACH OTHER NOTE HANDLED IN THE SAME WAY AND MANNER AS THE FIRST NOTE AND BY THIS WAY EACH SUCEEDING NOTES DECREASED IN THE SUM OF SEVEN (07) CENTS AND EIGHT (08) CENTES PER MONTH AND ALTERNATING IN WAY AND MANNER AS STATED UNTO THE LAST NOTE WHICH NOTE WILL BE IN THE SUM OF $15.08 THE FIRST NOTE DUE AND PAYABLE ON OR BEFORE JULY 5TH 1944, EACH OTHER NOTE ON OR BEFORE THE 5TH DAY OF EACH AND EVERY MONTH UNTIL PAID ALL OF SAID NOTES DUE AND PAYABLE TO J.L.JONES AND WIFE RUBY JONES, OR ORDER_

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 fees, a lien is expressly retained on the land herein conveyed

WE, J.L.JONES AND WIFE RUBY JONES

have this day bargained and sold, and do hereby transfer and convey, unto the said

JOHN LUKE COWARD AND WIFE PEARLIE ELIZABETH COWARD,

THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF LOT NO.9 ON THE PLANOF H.E. SIMPKINS SUBDIVISION OF THE L.G.CURTIS LANDS, AS OF RECORD IN BOOK NO. 547, PAGE 39, OF THE REIGSTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE.

SAID PART OF LOT NO.9 FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF SAID CURTIS STREET, AND LLOYD STREET THENCE WITH THE CENTER OF SAID CURTIS STREET, AND EAST 50 FEET THENCE NORTHERLY AND PARALLEL WITH THE LINE BETWEEN THE PROPERTY HEREIN BEING CONVEYED AND LOT NO.9, 250 FEET MORE OR LESS TO THE LINE BETWEEN LOT NO.9 AND 10 AND 11 IN SAID PLAN; THENCE WESTERLY 295 FEET AND WITH SAID LINE TO THE CENTER OF LLOYD STREET; THENCE SOUTHERLY WITH THE CENTER OF SAID LLOYD STREET 400 FEET TO THE PLACE OF THE BEGINNING.

THIS BEING THE SAME PROPERTY CONVEYED BY J.E.ANDREWS, AN UNMARRIED MAN TO J.L. JONES AND WIFE RUBY JONES, ON FEB 5TH 1934. SEE DEED OF RECORD IN BOOK NO.929, PAGE 309, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE.

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 8 th day of October 1947.

Attest: J. P. Wilson COUNTY REGISTER

Fred R. Jones

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN LUKE COWARD AND WIFE PEARLIE ELIZABETH COWARD, 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 JOHN LUKE COWARD AND WIFE PEARLIE ELIZABETH COWARD, 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 JOHN LUKE COWARD AND WIFE PEARLIE ELIZABETH COWARD do hereby transfer and convey unto W.F.NELSON, 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.