WE , the said JAMES A.GRUBBS AND WIFE, JUANITA LANNOM GRUBBS , 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 $ $4000.00 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 JAMES A.GRUBBS AND WIFE, JUANITA LANNOM GRUBBS , 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 JAMES A.GRUBBS AND WIFE, JUANITA LANNOM GRUBBS, 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 R.H.STEPHENS 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 D.E.MALLERNEE,JR., AND WIFE, MARY LONG MALLERNEE and JAMES A.GRUBBS AND WIFE, JUANITA LANNOM GRUBBS , hereunto set our hands at NASHVILLE , Tennessee, this the 30 day of OCTOBER, , 1945

D.E.MALLERNEE,JR.
MARY LONG MALLERNEE
JAMES A. GRUBBS.
JUANITA LANNOM GRUBBS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE L.RYE , a Notary Public in and for said County and State, the within named D.E.MALLERNEE,JR. AND WIFE, MARY LONG MALLERNEE AND JAMES A.GRUBBS AND WIFE, JUANITA LANNOM GRUBBS the bargainors , 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 husband , having appeared before me privately and apart from the said X , acknowledged the execution of the said instrument to have been done by 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 31ST day of OCTOBER 1945.

My commission expires JANUARY 22, 1949.

(Seal) LOUISE L.RYE,
Notary Public.

U.S.R.S. $5.50.
RECD NOV. 6, 1945 AT 2:01 P M

INSTALLMENT DEED

Book No. 1336

FOR AND IN CONSIDERATION of the sum of THIRTY-SEVEN HUNDRED, FIFTY ($3750.00) AND 00/100-DOLLARS of which FIVEHUNDRED ($500.00) AND 00/100 ---- - - - - - - - - - DOLLARS has been paid in cash by ROBERT LEE JENKINS AND WIFE CLARA D. JENKINS - - the receipt of which is hereby acknowledged, and for the remainder PART OF the said ROBERT LEE JENKINS AND WIFE CLARA D.JENKINS

ASSUME AND AGREE TO PAY OFF 77 NOTES OF A SERIES OF 86 NOTES 76 FOR THE SUM OF $35.00 EACH AND ONE FOR $25.00 WITH INTEREST AT 6% FROM FEBRUARY 3, 1945, WHICH NOTES AND INTEREST THEREON AMOUNTS TO THE SUM OF $2805.87, SAID NOTES ARE PAYABLE TO B.C.WEBB, MONTHLY, AND SECURED BY LIEN RETAINED IN A DEED FROM SAID B.C.WEBB AND WIFE OPHELIA WEBB TO FRED D.ALLEY AND WIFE RUTH W.ALLEY, OF RECORD IN BOOK 1314, PAGE 157, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE. THE FIRST OF SAID NOTES FOR $35.00 EACH ASSUMED BY ROBERT LEE JENKINS AND WIFE CLARA D.JENKINS TOGETHER WITH INTEREST FROM FEBRUARY 3, 1945, IS FOR $36.75, AND EACH NOTE THEREAFTER IS FOR .17½ CENTS MORE THAN THE PRECEEDING NOTE, AND FOR THE REMAINDER, $444.13 THE SAID ROBERT LEE JENKINS AND WIFE CLARA D.JENKINS HAVE EXECUTED THEIR 45 JOINT PROMISSORY NOTES, OF EVEN DATE HEREWITH, 44 FOR THE SUM OF $10.00 EACH AND ONE FOR $4.13, INTEREST AT 6%. SAID 45 NOTES ARE PAYABLE TO THE ORDER OF FRED D. ALLEY MONTHLY.

THE FIRST OF SAID 45 NOTES FALLS DUE DECEMBER 3, 1945, AND THE OTHERS, ONE ON THE 3RD., DAY OF EACH 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 TO ROBERT LEE JENKINS AND WIFE, CLARA D.JENKINS - - - - - - - - I, FRED D.ALLEY, UNMARRIED, - - - - - - - - - - - have this day bargained and sold, and do hereby transfer and convey, unto the said ROBERT LEE JENKINS AND WIFE CLARA D.JENKINS, THEIR - - - - - - - - heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 116 IN DR.V.S.LINDSLEY'S ADDITION TO EAST NASHVILLE, OF RECORD IN BOOK 57, PAGE 25, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO.116 FRONTS 50 FEET ON THE EASTERLY SIDE OF NORTH SECOND STREET, FORMERLY HARRIS AVENUE, AND RUNS BACK EASTWARDLY BETWEEN PARALLEL LINES 174½ FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO FRED D.ALLEY AND WIFE, RUTH W. ALLEY BY TWO DEEDS, ONE FROM B.C. WEBB AND WIFE, OF RECORD IN BOOK 1314, PAGE 157, AND THE OTHER FROM RUTH B.WHITE, OF RECORD IN BOOK 1341, PAGE 157, SAID REGISTERS OFFICE.

ROBERT LEE JENKINS AND WIFE CLARA D.JENKINS ASSUME PAYMENT OF STATE & COUNTY TAX FOR THE YEAR 1945.

Received for Record this 7th day of Nov. 1945 at 2:01 P.M. and duly recorded in Book 1336, page 221 Witness my hand this same date. M. M. Sharp DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ROBERT LEE JENKINS AND WIFE CLARA D.JENKINS, THEIR - - - heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered, EXCEPT AS ABOVE SET OUT. I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said ROBERT LEE JENKINS AND WIFE CLARA D.JENKINS 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 LEE JENKINS AND WIFE CLARA D.JENKINS do hereby transfer and convey unto J.A.WEBB - - - - - - , 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.