we , the said James B Cole and wife, Ethel Mai Cole , 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 $ 1500.00 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 B Cole and wife, Ethel Mai Cole , 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, if 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 B Cole & wife, Ethel Mai Cole, 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 Davidsod County, Tennessee, and the title herein conveyed to Charles Williams Jones . Trustee, shall be vested in said successor.

~~Said Trustee is to execute this trust without being required to give bond, and is~~ not to be required to file any account in the Chancery Court.

In Witness Whereof, We, the said D. A. Lynn and wife Jennie Sue Lynn

and James B Cole and wife, Ethel Mai Cole , hereunto set our hands

at Nashville , Tennessee, this the 9th day of January , 19 46.

D A Lynn
Jennie Sue Lynn

James B Cole
Ethel Mai Cole

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, Fred K Jones , a Notary Public in and for said County and State, the within named D A Lynn and wife, Jennie Sue Lynn and James B Cole and wife, Ethel Mai Cole 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 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 23 day of January 19 46.

My commission expires Jan 4, 1949
U S R S $1.65

(Seal) Fred K Jones
Notary Public.

Received January 26, 1946 at 10;05 A.M.
O

Number 46848 Recorded January 28, 1946

Mrs Addie Henderson Richardson To H B Tomlinson, et ux

JOHN MARSHALL & BRUCE NASHVILLE

INSTALLMENT DEED

Book No. 1367

FOR AND IN CONSIDERATION of the sum of $4,000.00 - Four Thousand and No/100 - - - DOLLARS

of which One Thousand ($1,000.00) - - - - - - - - - - DOLLARS has been paid in cash by Howard B Tomlinson and wife, Zanie Tomlinson , the receipt of which is hereby acknowledged, and for the remainder Three Thousand ($3,000.00) - - - - - - - - - - - - - - - - - - DOLLARS the said Howard B Tomlinson and wife, Zanie Tomlinson have executed their sixty (60) promissory notes in the principal sum of fifty ($50.00) Dollars each, payable to Addie Henderson Richardson. Said notes are of even date herewith, the first of which shall be due and payable on or before March 1, 1946, and the remainder of said notes shall be due and payable monthly thereafter until all are fully paid.

I am the true and lawful holder of the claim secured by the ~~B~~ herein mentioned, and acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 17 day of Oct 1950.

Attest: J. P. Wilson REGISTER — Mrs Addie Henderson Richardson

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 I, Addie Henderson Richardson, widow

have this day bargained and sold, and do hereby transfer and convey, unto the said Howard B Tomlinson and wife, Zanie Tomlinson, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 10th, formerly the 23rd Civil District of Davidson County, Tennessee, described as follows:

BEGINNING at a stone on the ridge in the West boundary line of the 19-acre tract and the northeast corner of Jordan C. Holt, in the survey for the division of the lands of A. J. Holt, deceased, and running thence North 23 degrees East 7 poles to a stake: thence North one-half a degree West 15.2 poles to a stake; thence North 35.5 degrees West 7.4 poles to a Hickory; thence North 51 degrees West 12.8 poles to a stake; thence North 39.5 degrees West 16 poles to a Hickory; thence No. 56.25 degrees west *14.6 poles to a stake; thence North 59 degrees west 9.6 poles to a Tan Oak in the original boundary line corner; and with the same South 26.5 degrees west 20 poles to a White Oak; thence north 75 degrees, west 8.5 poles to a Beech; thence south 45 degrees West 56 poles to a Beech; thence south 18 degrees west 9/36 poles to a Hickory; thence South 35 degrees west 41 poles to a stone; thence south 47.75 degrees West 26 poles to center of Eatons Creek; thence southeasterly 30 poles to a point in the center of Eatons Creek; Jordan Holt's northwest corner; thence North 64 degrees East 40 poles to a stake; thence North 35 degrees East 60 poles to a point in the center of private road; thence north 31.5 degrees East 66 poles to the beginning, containing 49.75 acres, more or less and being the same property conveyed to Addie Henderson by deed from M. L. Henderson of record in Book 888, page 699, Register's Office for said County.

*12 poles to a Hickory; thence North 32 degrees West

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said Howard B Tomlinson and wife, Zanie Tomlinson, 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.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Howard B Tomlinson and wife, Zanie Tomlinson, 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 Howard B Tomlinson and wife, Zanie Tomlinson do hereby transfer and convey unto E B Walton , 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.