I , the said CARO P. GARRARD , 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 CARO P. GARRARD , 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 CARO P. GARRARD, HER 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 J.E. TRAVIS 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 VICTOR HARROLD WILLIS AND WIFE, GLADYS LORIENE WILLIS and CARO P. GARRARD HAVE , hereunto set our hands at NASHVILLE , Tennessee, this the 10 day of DECEMBER , 19 45.

VICTOR HARROLD WILLIS
GLADYS LORIENE WILLIS
CARO P. GARRARD

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ETHEL H. WHITFIELD , a Notary Public in and for said County and State, the within named VICTOR HARROLD WILLIS AND WIFE, GLADYS LORIENE WILLIS AND CARO P. GARRARD, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And , of the said 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 10TH day of DECEMBER 19 45.

My commission expires OCT 5, 1948

(Seal) ETHEL H. WHITFIELD
Notary Public.

U.S.R.S.$8.80
REC'D JAN 29, 1946 AT 10:53 A.M.

C

Number 47019 — Recorded January 29, 1946 — 38?

J L McMurtry, et ux — To L H McCoin, et ux

INSTALLMENT DEED

Book No. 1367

FOR AND IN CONSIDERATION of the sum of $4,750.00 -Four Thousand, Seven Hundred and Fifty/ & No/100 DOLLARS of which One Thousand and No/100 - - - -($1,000.00) - - - - - - DOLLARS has been paid in cash by L. H. McCoin and wife, Willie Mai McCoin , the receipt of which is hereby acknowledged, and for the remainder - $3,750.00 - Three Thousand Seven Hundred and Fifty and No/100 - - - - - DOLLARS the said L. H. McCoin and wife, Willie Mai McCoin have their joint promissory lien note in the above amount payable at the rate of $45.00 per month. This payment to include both principal and interest.

[illegible] by the instrument within [illegible] of the lien to secure the [illegible]

Attest: P Wilson — Jan 1947 — J. P. Howell

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. McMurtry and wife, Edna G McMurtry have this day bargained and sold, and do hereby transfer and convey, unto the said L. H. McCoin and wife, Lillie Mai McCoin, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Tract No. 1: Being Lot No. 6 of Block "F" on the Plan of East Lawn, a Subdivision of the Edgemeade farm as of record in Book 547, pages 153 and 154, Register's Office for Davidson County, Tennessee.

Said Lot No. 6 fronts 50 feet on the easterly side of Circle Drive and runs back 155.75 feet on the northerly line and 124.25 feet on the southerly line to the westerly margin of Florence Ave. and measures 64 feet thereon.

Being the same property conveyed to J. L. McMurtry and wife, Edna G. McMurtry by deed from J.N. Croslin and wife, of record in Book 1257, page 204, said Register's Office.

Tract No. 2: Being part of Lot No. 5 of Block "F" in East Lawn Subdivision to Nashville, a plan of which is of record in Book 547, pages 153-154 Registers Office for Davidson County, Tenn. Having heretofore conveyed a triangular portion of Lot No. 5 on the west side to W.T. Davis and wife, Ethel Davis. The purpose of this conveyance is to transfer the remainder of said Lot No. 5 which fronts 50 feet on the easterly margin of Circle Drive and runs back approximately 150 feet on the north side to a stake placed there by W. T. Davis and J. L. McMurtry to mark the corner of the division of Lot No. 5 between W. T. Davis and J. L. McMurtry and thence running in a southerly direction approximately 50 feet to a stake placed there by the said J. L. McMurtry on the east line of Lot No. 5 and at a point about 8 feet from the southeast corner of said lot and thence westerly about 155.75 feet to the easterly margin of Circle Drive. Being the same property conveyed to J. L. McMurtry by deed from W. Raymond Denney, Trustee, of record in Book____, Page_____, said Register's Office.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said L. H. McCoin and wife Lillie Mai McCoin, 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 L H McCoin and wife, Lillie Mai McCoin, 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 L H McCoin and wife, Lillie Mai McCoin do hereby transfer and convey unto Jack Moore , 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.