WE, , the said D.B.KIMBRO AND WIFE MAI D. KIMBRO, , 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 $4,950.00 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 D.B.KIMBRO AND WIFE MAI D. KIMBRO , 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 D.B.KIMBRO AND WIFE MAI D.KIMBRO 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 L.M.NELSON 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 settlemant in relation to his trusteeship.

In Witness Whereof, We, the said GEORGE M. JOHNSON AND WIFE EDNA LUCILLE JOHNSON and D.B.KIMBRO AND WIFE MAI D.KIMBRO , hereunto set our hands at NASHVILLE , Tennessee, this the 21ST day of DEC. , 19 45.

GEORGE M. JOHNSON
GEORGE M.JOHNSON
EDNA LUCILE JOHNSON
EDNA LUCILE JOHNSON
D.B.KIMBRO
D.B.KIMBRO
MAI D. KIMBRO
MAI D. KIMBRO

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, HUGH J.BRADLEY , a Notary Public in and for said County and State, the within named GEORGE M.JOHNSON AND WIFE EDNA LUCILLE JOHNSON AND D.B.KIMBRO AND WIFE MAI D.KIMBRO the bargainorS , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And having appeared before me privately and apart from husband , the said , of the said , 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 3RD day of JANUARY DECEMBER 1946.

My commission expires APRIL 6, 1947
U.S.R.S $ 7.70
(Seal) HUGH J.BRADLEY
Notary Public.

RECD FEBRUARY 11TH, 1946. AT 9;46 A.M.FC

Number 48477
Sam Wolf, et al

FILED

Recorded February 13, 1946
To Blanche Langley

INSTALLMENT DEED

Book No. 1368

FOR AND IN CONSIDERATION of the sum of Two Thousand Four Hundred Fifty ($2,450.00) and No/100 DOLLARS of which Four Hundred Fifty ($450.00) and No/100 - - - - - - DOLLARS has been paid in cash by Blanche Langley , the receipt of which is hereby acknowledged, and for the remainder - Two Thousand ($2,000.00) and No/100 - - - - - - - DOLLARS the said Blanche Langley has executed her 100 promissory notes, of even date herewith, for $20.00 each, payable monthly commencing February 1, 1946, and said notes are payable to the order of Sam Wolf and Jesse Wolf

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 29 day of Sept. 1953
Attest: DEPUTY REGISTER
Sam Wolf

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, Sam Wolf and Jesse Wolf have this day bargained and sold, and do hereby transfer and convey, unto the said Blanche Langley, a widow, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being part of lots Nos. 381 and 382 on the plan of McGavock, Wetmore and Others Second Addition to Nashville, called the Addition to the Town of McGavock, as of record in Book 21, page 41, Register's Office for said County, described as follows:

Beginning on the northerly margin of Underwood Street at a point 50 feet 7 inches, more or less, west of the westerly margin of 17th Avenue North, formerly James Street, being the southwest corner of the property conveyed to Marshall and Cleio Lee, by deed from W. H Moreland and wife, of record in Book 621, page 237, said Register's Office; thence with their west line, northwardly 148 feet, more or less, to the southerly margin of an alley; thence with the southerly margin of said alley, westwardly 50 feet, more or less, to the northeast corner of the property conveyed to Henry Potter and wife, by deed from P. H. Henderson, Trustee, et al., of record in Book 634, page 40, Register's Office aforesaid; thence with their east line southwardly 128 feet 10 inches, more or less, to the northerly margin of Underwood Street; thence with the northerly margin of said Street, eastwardly 50 feet 7½ inches, more or less, to the beginning.

Being the same property conveyed to Sam Wolf and Jesse Wolf by deed from Will Johnson and wife, of record in book 785, page 389, said Register's Office.

Taxes for 1946 assumed by purchaser.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said Blanche Langley, her 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 Blanche Langley, her 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 me in hand paid I , the said Blanche Langley do hereby transfer and convey unto William O Lee , 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.