WE , the said ELLIS D. HEATH AND WIFE, FLORENCE MARIE HEATH , 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.

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 ELLIS D. HEATH AND WIFE, FLORENCE MARIE HEATH , 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 ELLIS D. HEATH AND WIFE FLORENCE MARIE HEATH, 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 BRANSFORD STONE 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 WILLIAM B. HENDERSON AND WIFE MYRTIE HENDERSON and ELLIS D. HEATH AND WIFE FLORENCE MARIE HEATH , hereunto set our hands at NASHVILLE , Tennessee, this the 7TH day of FEBRUARY , 19 46

WILLIAM B. HENDERSON
MYRTIE HENDERSON
ELLIS D. HEATH
FLORENCE MARIE HEATH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARIE E. IRVINE , a Notary Public in and for said County and State, the within named WILLIAM B. HENDERSON AND WIFE MYRTIE HENDERSON AND ELLIS D. HEATH AND WIFE FLORENCE MARIE HEATH 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 Xx & , of the said having appeared before me privately and apart from husband , the said , 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 13TH day of FEBRUARY 1946.

My commission expires JULY 3, 1949
U.S.R.S. $1.10
RECEIVED FEB. 20, 1946 AT 2:05 P.M.
S

(Seal) MARIE E. IRVINE
Notary Public.

INSTALLMENT DEED

Book No. 1368

FOR AND IN CONSIDERATION of the sum of ($4637.50) FOUR THOUSAND SIX HUNDRED THIRTY SEVEN AND 50/100 DOLLARS of which THREE THOUSAND NO/100 DOLLARS has been paid in cash by GEORGE P. MOREHEAD AND WIFE JUANITA L. MOREHEAD, the receipt of which is hereby acknowledged, and for the remainder ($1637.50) ONE THOUSAND SIX HUNDRED THIRTY SEVEN AND 50/100 DOLLARS the said GEORGE P. MOREHEAD AND WIFE JUANITA L. MOREHEAD, HAVE EXECUTED ONE PRINCIPAL VENDOR'S LIEN NOTE FOR SAID SUM OF EVEN DATE HEREWITH AND PAYABLE TO THE ORDER OF CENTRAL REALTY COMPANY ON OR BEFORE ONE YEAR AFTER DATE,

FIVE
~~XXXX~~ said note~~s~~ bearing ~~XX~~ per cent interest from date, and providing for payment of attorney's fees; and to secure the payment of said note~~s~~ principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed CENTRAL REALTY COMPANY, A CORPORATION,
HAS
~~XXX~~ this day bargained and sold, and do hereby transfer and convey, unto the said GEORGE P. MOREHEAD AND WIFE JUANITA L. MOREHEAD,

THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: A TRACT OF LAND IN THE 7TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING PARTS OF LOTS NOS. 2 AND 3 ON THE MAP OF THE ANDREW CASTLEMAN LANDS, OF RECORD IN MINUTE BOOK "J", PAGE 30 OF THE COUNTY COURT FOR SAID COUNTY, AND DESCRIBED ACCORDING TO A COPY OF A SURVEY THEREOF MADE JANUARY 14, 1946, BY E. J. WILKINSON, SURVEYOR, AS FOLLOWS:

BEGINNING AT AN IRON PIPE IN THE EASTERLY RIGHT OF WAY LINE OF HILLSBORO ROAD AT THE SOUTH-WEST CORNER OF THE WUEST PROPERTY, WHICH IRON PIPE IS NORTH OF A BRANCH, AND IMMEDIATELY NORTHEAST OF A BRIDGE RAIL ON SAID HILLSBORO ROAD; THENCE WITH THE MARGIN OF SAID HILLSBORO ROAD SOUTH 38° WEST 89.5 FEET TO A POINT WHICH IS 98.1 FEET NORTH OF THE INTERSECTION OF SAID HILLSBORO ROAD AND A 50-FOOT UNNAMED ROADWAY; THENCE SOUTH 52° EAST, PARALLEL TO SAID UNNAMED ROADWAY, 300 FEET TO A STAKE IN A 20-FOOT ALLEY; THENCE NORTH 38° EAST 214 FEET TO A STAKE IN A FENCE IN WUEST' SOUTH LINE; THENCE ALONG WUEST' SOUTHERLY LINE, NORTH 75° WEST 325.9 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE PROPERTY CONVEYED TO CENTRAL REALTY COMPANY, A CORPORATION, BY DEED FROM CENTRAL MORTGAGE COMPANY, OF RECORD IN BOOK 1217, PAGE 338, REGISTER'S OFFICE FOR SAID COUNTY.

THIS CONVEYANCE IS MADE SUBJECT TO SUCH RESTRICTIVE COVENANTS AS MAY BE APPLICABLE TO THE ABOVE DESCRIBED PROPERTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GEORGE P. MOREHEAD AND WIFE JUANITA L. MOREHEAD, THEIR heirs and assigns, forever, CENTRAL REALTY COMPANY covenants that IT IS lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

IT further covenants and bind ITSELF, ITS heirs and representatives, to warrant and forever defend the title to said real estate to said GEORGE P. MOREHEAD AND WIFE, JUANITA L. MOREHEAD, 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 GEORGE P. MOREHEAD AND WIFE JUANITA L. MOREHEAD do hereby transfer and convey unto MARVIN K. BARRY , 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.

I declare that I am the true and lawful holder of the claim secured by the instrument herein recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 19 day of