We , the said D W Sams and wife, Susan N Sams , 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 $ 2,000.00 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 W Sams and wife, Susan N Sams , 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 ninety 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 W Sams and wife, Susan N Sams, 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 S H Robinson Trustee, shall be vested in said successor.

~~Said Trustee shall execute this trust without bond, and the same is not to be required to the account of sales sent in~~

In Witness Whereof, We, the said John B Cowden, Trustee and D W Sams and wife, Susan N Sams , hereunto set our hands at Nashville , Tennessee, this the 1st day of January , 19 46

John B Cowden, Trustee

D W Sams

Susan N Sams

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, Louise V Stephens , a Notary Public in and for said County and State, the within named John B Cowden, Trustee and D. W. Sams and wife, Susan N Sams 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 14th day of February 19 46.

My commission expires Oct 13, 1947

(Seal) Louise V Stephens
Notary Public.

U S R S 23.10
Received February 25, 1946 at 2;15 P.M.
O

NUMBER 49903 RECORDED FEB. 26, 1946.
W.L. BAINBRIDGE, JR ET UX -TO- GEORGE AUSTIN HILL ET UX.

INSTALLMENT DEED

Book No. 1368

FOR AND IN CONSIDERATION of the sum of ($1750.00) SEVENTEEN HUNDRED FIFTY AND 00/100-- DOLLARS of which THREE HUNDRED AND FIFTY AND 00/100 ($350.00)-- DOLLARS has been paid in cash by GEORGE AUSTIN HILL AND WIFE MAGNOLIA HILL, the receipt of which is hereby acknowledged, and for the remainder FOURTEEN HUNDRED AND 00/100 ($1400.00)-- DOLLARS the said GEORGE AUSTIN HILL AND WIFE MAGNOLIA HILL HAVE THIS DAY EXECUTED THEIR TWO JOINT PROMISSORY NOTES, ONE IN THE SUM OF SEVEN HUNDRED AND 00/100 ($700.00) DOLLARS, PAYABLE IN FIFTY (50) MONTH FROM DATE OF THIS INSTRUMENT, BEARING 6% INTEREST FROM DATE, INTEREST PAYABLE MONTHLY, AND ONE NOTE IN THE SUM OF SEVEN HUNDRED AND 00/100 ($700.00) DOLLARS PAYABLE OVER A PERIOD OF FIFTY MONTHS, IN MONTHLY INSTALLMENTS OF FIFTEEN AND 79/100 ($15.79) DOLLARS EACH, INCLUDING 6% INTEREST, FIRST INSTALLMENT DUE ONE MONTH FROM DATE OF DEED AND ONE EACH AND EVERY MONTH THEREAFTER UNTIL SAID NOTE IS PAID IN FULL. SAID NOTES PAYABLE TO THE ORDER OF W.L. BAINBRIDGE, JR. SAID NOTE OF $700.00 PAYABLE IN 50 MONTHS, IS FIRST OR PRIOR LIEN TO THE $700.00 NOTE, PAYABLE IN MONTHLY INSTALLMENTS.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and ... of and discharge of the lien to secure the same in full. This 17 day of April 1950.

Attest: Julia P. Wilson REGISTER

DOBSON-BAINBRIDGE REALTY CO., Inc.

By W. L. Bainbridge Secy-Treas

SAID NOTE

~~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, W.L. BAINBRIDGE, JR. AND WIFE JULIA WALLACE BAINBRIDGE,

have this day bargained and sold, and do hereby transfer and convey, unto the said

GEORGE AUSTIN HILL AND WIFE MAGNOLIA HILL, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NUMBER 76 ON THE MAP OF J.B. DAVIS' SUBDIVISION OF THE HARDING LYTLE TRACT, OF RECORD IN BOOK 57, PAGE 96 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NUMBER 76 FRONTS TWENTY-FIVE (25) FEET ON THE SOUTH SIDE OF HERMAN STREET, AND RUNS BACK BETWEEN PARALLEL LINES 158 FEET, MORE OR LESS TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO W.L. BAINBRIDGE, JR. BY DEED FROM W.L. BAINBRIDGE, SR. TRUSTEE, OF RECORD IN BOOK 1315, PAGE 202, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TAXES FOR THE YEAR 1946 PRORATED AS OF DATE OF DEED AND ASSUMED BY PURCHASERS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GEORGE AUSTIN HILL AND WIFE MAGNOLIA HILL, 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 GEORGE AUSTIN HILL AND WIFE MAGNOLIA HILL, 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 AUSTIN HILL AND WIFE MAGNOLIA HILL do hereby transfer and convey unto W.L. BAINBRIDGE, SR. , 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.