WE , the said TURNEY E. GOAD AND WIFE, MARY E. GOAD , 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 $ 2500.00 FIRE AND EXTENDED COVERAGE 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 TURNEY E. GOAD AND WIFE, MARY E. GOAD , 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 TURNEY E. GOAD AND WIFE, MARY E. GOAD, 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 RUFUS GANN Trustee, shall be vested in said successor.

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

In Witness Whereof, We, the said LORA C. ALLEN

and TURNEY E. GOAD AND WIFE, MARY E. GOAD , hereunto set our hands

at NASHVILLE , Tennessee, this the 22 D day of MAY , 19 46

LORA C. ALLEN
TURNEY E. GOAD
MARY E. GOAD

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J. B. ROBINSON , a Notary Public in and for said County and State, the within named LORA C. ALLEN

the bargainor , with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

And XXXX X , of the said having appeared before me privately and apart from husband , the said X 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 22ND day of MAY 19 46 .

My commission expires APRIL 5, 1950

(Seal) J. B. ROBINSON
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, C. B. TUCKER , a Notary Public in and for said County and State, the within named TURNEY E. GOAD AND WIFE, MARY E. GOAD

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 X X , of the said having appeared before me privately and apart from husband , the said X X , acknowledged the execution of the said instrument to have been done by X 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 25TH day of MAY 19 46

My commission expires OCT. 7, 1947.

U.S.R.S. $4.95

(Seal) C. B. TUCKER
Notary Public.

RECEIVED MAY 25, 1946 AT 10:44 A.M.
I.S.

NUMBER 19734 RECORDED MAY 27, 1946
MARY D. ALLEN RIPPY ET VIR -TO- C. W. HINDSLEY ET UX

INSTALLMENT DEED

Book No. 1369

FOR AND IN CONSIDERATION of the sum of Thirty-Seven Hundred Fifty and no/100($3750.00) DOLLARS of which Twelve Hundred Fifty and no/100 ($1250.00) DOLLARS has been paid in cash by C.W.Hindsley and wife, Beatrice Hindsley , the receipt of which is hereby acknowledged, and for the remainder Twenty-Five Hundred and no/100 ($2500.00) DOLLARS the said C.W. Hindsley and wife, Beatrice Hindsley have executed their one hundred (100) joint, monthly promissory notes of even date herewith, payable to the order of Mrs. Mary D. Rippy and maturing on or before one each month, respectively, consecutively, beginning June 15, 1946. The principal of each note is $25.00 but the interest has been calculated at 6% on the outstanding amount and added in the face of each note, making the first note $37.50 and each succeeding note thereafter 12½¢ less than the preceding note, making the last note $25.13. Therefore said notes draw no interest, except from maturity.

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, Mary D. Allen Rippy and husband, J. Fred Rippy

have this day bargained and sold, and do hereby transfer and convey, unto the said C. W. Hindsley and wife, Beatrice Hindsley, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the westerly 5 feet of lot No. 1 and all of lot No. 2 of Block 16 on the Map of a part of Sylvan Park, as of record in book 332, page 104, Register's Office for said County.

Said part of lot No. 1 and all of lot No. 2 front together 55 feet on the southerly side of Nebraska Avenue, and run back between parallel lines 160 feet to an alley.

Being the same property conveyed to Dr. P. McF. Allen from Dallas V. Johnson as of record in Book 341, Page 505, and inherited by Mary D. Allen Rippy from Dr. P. McF. Allen, she being the only heir of the said Dr. P. McF. Allen.

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 21 day of Sept 1954

L. K. Rawlings

Attest: D. [illegible]
Deputy Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said, C.W. Hindsley and wife, Beatrice Hindsley, 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. except taxes for the year 1946, which are to be pro-rated as of date of deed.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said C.W. Hindsley and wife, Beatrice Hindsley, 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 C.W. Hindsley and wife, Beatric Hindsley do hereby transfer and convey unto Rufus Gann , 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.