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, the said W.C. NEELY AND WIFE, TERESA LOUISE NEELY , 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 $ 2350.00, FIRE AND EXT. COV., 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 said 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 W.C. NEELY AND WIFE, TERESA LOUISE NEELY , 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 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 THE HOLDER OF SAID 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 W.C. NEELY AND WIFE, TERESA LOUISE NEELY, 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.A. NEWMAN 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 HUBERT E. HUFFER AND WIFE, MALVINA R. HUFFER

and W.C. NEELY AND WIFE, TERESA LOUISE NEELY , hereunto set our hands this the 22ND day of MAY , 1946.

HUBERT E. HUFFER

MALVINA R. HUFFER

W.C. NEELY

TERESA LOUISE NEELY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOHN W. BEASLEY , a Notary Public in and for said County and State, the within named HUBERT E. HUFFER AND MALVINA R. HUFFER

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 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. X

Witness my hand and official seal at Nashville, Tennessee, this 24 day of MAY 19 46.

My commission expires OCT 4, 1949

(Seal) JOHN W. BEASLEY

Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRANCES BLACKBURN , a Notary Public in and for said County and State, the within named W.C. NEELY AND TERESA LOUISE NEELY

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 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 22ND day of MAY 1946.

My commission expires 1-4-49

(Seal) FRANCES BLACKBURN

Notary Public.

U.S.R.S. 2.20

REC'D MAY 28, 1946 AT 10:15 A. M.

CM

NUMBER 60229 RECORDED JUNE 1, 1946

ROBERT WAITE CLARK----TO----PLEAS GOOCH, ET UX

INSTALLMENT DEED

Book No. 1369

FOR A CONSIDERATION of the sum of ONE THOUSAND----($1,000.00)---------- DOLLARS

of which THREE HUNDRED---------- DOLLARS has been paid in cash by

PLEAS GOOCH AND WIFE, BESSIE GOOCH , the receipt of which is hereby acknowledged, and for the remainder

SEVEN HUNDRED ($700.00)---------- DOLLARS

the said PLEAS GOOCH AND WIFE, BESSIE GOOCH HAVE EXECUTED THEIR ONE PROMISSORY NOTE IN THE PRINCIPAL SUM OF SEVEN HUNDRED DOLLARS ($700.00) PAYABLE FIFTEEN DOLLARS ($15.00) PER MONTH WITH INTEREST AT THE RATE OF 6% PE A NUM ON THE UNPAID BALANCE MAKING THE FIRST PAYMENT EIGHTEEN DOLLARS AND FIFTY CENTS ($18.50) AND EACH SUCCEEDING PAYMENT DECREASED SEVEN AND EIGHT CENTS ($0.07 AND $0.08) PER MONTH ALTERNATELY.

THE CITY AND STATE AND COUTY TAXES FOR 1946 HAVE BEEN PRORATED AS OF DATE OF DEED AND ASSUMED BY PURCHASER.

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 I, ROBERT WAITE CLARK, AN UNMARRIED MAN

have this day bargained and sold, and do hereby transfer and convey, unto the said PLEASE GOOCH AND WIFE, BESSIE GOOCH, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 54 ON THE MAP OF JOHN TRIMBLE(S "NATIONAL HILL" PLAN, AS OF RECORD IN BOOK 21, PAGE 121, REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT FRONTS 101 FEET ON THE SOUTH SIDE OF GARDEN STREET OR AVENUE AND RUNS BACK BETWEEN LINES 120 FEET ON THE EAST LINE AND 145 FEET ON THE WEST LINE ALONG THE EASTERLY MARGIN OF MAPLE STREET 145 FEET TO AN ALLEY ON WHICH IT MEASURES 32 FEET. BEING THE SAME PROPERTY CONVEYED TO ROBERT WAITE CLARK BY DEED FROM CHARLES PATTERSON, ET AL, OF RECORD IN BOOK 1360, PAGE 185, REGISTER'S OFFICE FOR SAID COUNTY.

I declare that I am the [illegible] of the claim secured by the instrument within recorded, and [illegible] proof and discharge of the lien to secure the same in full this [illegible] day of May 1950.

Attest: Felix D. Adams II DEPUTY REGISTER

Robert Waite Clark

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said PLEAS GOOCH, AND WIFE, BESSIE GOOCH, THEIR heirs and assigns, forever. I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said PLEAS GOOCH AND WIFE, BESSIE GOOCH, 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 PLEAS GOOCH AND WIFE, BESSIE GOOCH

do hereby transfer and convey unto H. B. CLARK , 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.