WE , the said JOHN FRANK HEATH, JR AND WIFE EMMA LANE 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 JOHN FRANK HEATH, JR AND WIFE EMMA LANE 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 JOHN FRANK HEATH JR AND WIFE EMMA LANE 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 Davidson County, Tennessee, and the title herein conveyed to WILLIAM O. LEE , 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 JOHN D. VAUGHN AND WIFE, EDDIE LOUISE VAUGHN and JOHN FRANK HEATH JR AND WIFE, EMMA LANE HEATH , hereunto set our hands at NASHVILLE , Tennessee, this the 5 day of APRIL , 1946.

JOHN D. VAUGHN
EDDIE LOUISE VAUGHN
JOHN FRANK HEATH JR
EMMA LANE HEATH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.E. HARWOOD a Notary Public in and for said County and State, the within named JOHN D. VAUGHN AND WIFE, EDDIE LOUISE VAUGHN AND JOHN FRANK HEATH JR AND WIFE EMMA LANE 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 , 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 20TH day of APRIL , 1946.

My commission expires JULY 8, 1947

(Seal) W.E. HARWOOD
Notary Public

U.S.R.S.$1.10

REC'D APRIL 22, 1946 AT 12:59 P.M.

CM

NUMBER 56115 RECORDED APRIL 23, 1946 J.B. KENNASTON,ET UX TO JOSEPH WALTER ASHWORTH,ET UX

INSTALLMENT DEED

Book No. 1391

FOR AND IN CONSIDERATION of the sum of $1350.00 THIRTEEN HUNDRED FIFTY AND NO/100 DOLLARS of which ONE HUNDRED FIFTY AND NO/100 ($150.00) DOLLARS has been paid in cash by JOSEPH WALTER ASHWORTH AND WIFE, ROSA MAI ASHWORTH, , the receipt of which is hereby acknowledged, and for the remainder $1200.00 TWELVE HUNDRED AND NO/100 DOLLARS the said JOSEPH WALTER ASHWORTH AND WIFE, ROSA MAI ASHWORTH HAVE EXECUTED A VENDOR'S LIEN NOTE OF EVEN DATE HEREWITH IN THE SUM OF $1200.00 PAYABLE AS FOLLOWS:

PAYMENTS ARE TO BE MADE AT THE RATE OF $25.00 PER MONTH AND ARE TO INCLUDE INTEREST, INSURANCE AND TAXES, WITH INTEREST AT THE RATE OF 6% PER ANNUM, THE FIRST PAYMENT BEING PAYABLE ON THE 5TH DAY OF MAY, 1946, AND A LIKE SUM PAYABLE ON THE 5TH DAY OF EACH SUCCEEDING MONTH UNTIL THE PRINCIPAL SUM OF TWELVE HUNDRED ($1200.00) DOLLARS HAVE BEEN PAID IN FULL.

XNXNXNXNXXX