WE , the said JAMES REDD AND WIFE, CHRISTINE REDD , 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 JAMES REDD AND WIFE, CHRISTINE REDD , 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 JAMES REDD AND WIFE, CHRISTINE REDD, 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.

s[illegible]

In Witness Whereof, We, the said ALICE C. DUNN

and JAMES REDD AND WIFE, CHRISTINE REDD , hereunto set our hands

at NASHVILLE , Tennessee, this the 1ST day of MARCH , 19 46

ALICE C. DUNN
JAMES REDD
CHRISTINE REDD

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WADE SAIN , a Notary Public in and for said County and State, the within named ALICE C. DUNN AND JAMES REDD AND WIFE CHRISTINE REDD

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

And XX X , of the said having appeared before me privately and apart from husband X , the said XX X , acknowledged the execution of the said instrument to have been done by XX 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 16TH day of MARCH , 19 46.

My commission expires APRIL 4, 1948

(Seal) WADE SAIN
Notary Public

U.S.R.S.$0.55

RECEIVED JUNE 19, 1946 AT 10:10 A.M. A.C.

HOUSTON T. EZELL ET UX------TO---JOE DAVIES ET UX.

INSTALLMENT DEED

Book No. 1392

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND FIVE HUNDRED ($4500.00)------ DOLLARS of which EIGHT HUNDRED-----($800.00)--------- DOLLARS has been paid in cash by JOE DAVIES AND WIFE, CLARA B. DAVIES , the receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND SEVEN HUNDRED ($3700.00)--------- DOLLARS the said JOE DAVIES AND WIFE, CLARA B. DAVIES HAVE EXECUTED ONE NOTE IN THE PRINCIPAL AMOUNT OF THREE THOUSAND SEVEN HUNDRED DOLLARS ($3700.00) TO BE PAID IN ONE HUNDRED TWENTY (120) MONTHLY INSTALLMENTS OF FORTY-ONE DOLLARS AND EIGHT CENTS ($41.08) EACH INCLUDING PRINCIPAL AND INTEREST AT THE RATE OF SIX PER CENT PER ANNUM. FIRST INSTALLMENT TO BECOME DUE THIRTY (30) DAYS FROM DATE OF DEED AND EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID.

[illegible] by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 3 day of Sept. 1954

Attest: J.B. Wilson DEPUTY REGISTER

Thurston M. Moore

~~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 HOUSTON T. EZELL AND WIFE, MABEL EZELL

have this day bargained and sold, and do hereby transfer and convey, unto the said JOE DAVIES AND WIFE, CLARA B. DAVIES, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A TRACT OF LAND IN THE 6TH, FORMERLY 8TH, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED ACCORDING TO A COPY OF A SURVEY THEREOF MADE BY JOHN D. KERR, COUNTY SURVEYOR, ON MARCH 12, 1946, AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THIS TRACT IN THE MARGIN OF AN OLD ROADWAY MENTIONED IN THE DEED FROM MAYS, EXECUTOR TO HOUSTON EZELL AND WIFE, OF RECORD IN BOOK 975, PAGE 48, REGISTER'S OFFICE FOR SAID COUNTY; THENCE SOUTH 5° WEST 122.8 POLES TO A STONE IN A BRANCH; THENCE SOUTH 83-1/2° EAST 40.9 POLES TO A STONE; THENCE NORTH 5° EAST 125.4 POLES TO A CORNER OF A ROCK FENCE, THE SOUTHWEST CORNER OF TRACT 2 SHOWN ON SAID KIRR SURVEY; THENCE WITH THE WEST LINE OF THE SAME NORTH 4° EAST, PASSING THE NORTHWEST CORNER OF TRACT 2 AT 4.1 POLES AND CONTINUING ALONG THE WESTERLY LINE OF TRACT 3, IN ALL 9.5 POLES TO A BOUDOCK AT A TURN IN A ROCK FENCE; THENCE WITH THE FENCE SOUTH 49½ WEST 16.4 POLES TO A TURN IN SAID FENCE; THENCE NORTH 86½° WEST 29.3 POLES TO THE BEGINNING, CONTAINING 32 ACRES, MORE OR LESS.

BEING PART OF THE PROPERTY CONVEYED TO HOUSTON T. EZELL AND WIFE, MABEL EZELL, BY DEED FROM MURRAY MAYS, EXECUTOR ET AL. OF RECORD IN BOOK 975, PAGE 48, REGISTER'S OFFICE FOR SAID COUNTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOE DAVIES AND WIFE, CLARA B. DAVIES, 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 JOE DAVIES AND WIFE, CLARA B. DAVIES 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 JOE DAVIES AND WIFE, CLARA B. DAVIES

do hereby transfer and convey unto SAM HUNT , 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.