WE , the said CHARLIE T.SPECK AND WIFE, RUTH P.SPECK , 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 $ 6,000.00 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 CHARLIE T.SPECK AND WIFE, RUTH P.SPECK , 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 CHARLIE T.SPECK AND WIFE, RUTH P.SPECK, 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 DORIS CLARK , 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 LILLIE MAY SMILEY AND HUSBAND, JAMES SMILEY

and CHARLIE T.SPECK AND WIFE, RUTH SPECK , hereunto set our hands

at NASHVILLE , Tennessee, this the 27 day of JUNE , 1946.

LILLIE MAY SMILEY
JAMES SMILEY
CHARLIE T. SPECK.
RUTH P.SPECK

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EDGAR C. ALLEN , a Notary Public in and for said County and State, the within named JAMES SMILEY AND WIFE, LILLIE MAY SMILEY AND CHARLIE T.SPECK AND WIFE, RUTH P.SPECK, the bargainor = , 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 X 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 27 day of JUNE , 1946 .

My commission expires JULY 8, 1947.

(Seal) EDGAR C.ALLEN,
Notary Public

U.S.R.S. $8.25
RECD JUNE 29, 1946 AT 9:45 A.M.

IS

NUMBER 63317 RECORDED JULY 1, 1946

E. B. WOODROOF, ET UX TO O. R. PARSONS, ET UX

INSTALLMENT DEED

Book No. 1392

FOR AND IN CONSIDERATION of the sum of SEVEN THOUSAND TWO HUNDRED ($7,200.00) AND NO/100 DOLLARS of which TWO THOUSAND ($2,000.00) AND NO/100 DOLLARS has been paid in cash by O. R. PARSONS AND WIFE, BONNIE ROGERS PARSONS , the receipt of which is hereby acknowledged, and for the remainder FIVE THOUSAND TWO HUNDRED ($5,200.00) AND NO/100 DOLLARS the said O. R. PARSONS AND WIFE, BONNIE ROGERS PARSONS HAVE EXECUTED THEIR 174 JOINT PROMISSORY NOTES, OF EVEN DATE HEREWITH, THE FIRST 173 NOTES BEING FOR $30.00 EACH, AND ONE THE 174TH BEING FOR $10.00, BUT INTEREST AT THE RATE OF 6% PER ANNUM HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE, MAKING THE FIRST FOR $56.00 AND EACH NOTE THEREAFTER DECREASING 15 CENTS EACH MONTH, EXCEPT THE LAST WHICH IS $10.05; THE FIRST NOTE FALLING DUE AUGUST 1, 1946, AND THE OTHERS MONTHLY THEREAFTER, AND PAYABLE TO THE ORDER OF E. B. WOODROOF AND WIFE, HAZEL M. WOODROOF,

I declare the within instrument to be duly registered at 2:24 P.M. this 1 day of April 1946 the same in fee, and the lien to secure Attest: J. P. Wilson DEPUTY REGISTER E B Woodroof

MATURITY

all of said notes bearing six per cent interest from XXX 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, E. B. WOODROOF AND WIFE, HAZEL M. WOODROOF XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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

O. R. PARSONS AND WIFE, BONNIE ROGERS PARSONS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE SOUTHERLY PART OF LOTS NOS. 6 AND 7 ON THE PLAN OF THE SUBDIVISION OF THE REAL ESTATE OF HINCHEY PETWAY, DECEASED, AS OF RECORD IN MINUTE BOOK "I", PAGE 442, CHANCERY COURT AT NASHVILLE, BEING LOT NO. 7 ON THE UNRECORDED MAP OF A. C. ROTH'S SUBDIVISION, DESCRIBED ACCORDING TO A SURVEY MADE BY Z. J. WILKINSON, SURVEYOR, MAY 3, 1940, AS FOLLOWS:

BEGINNING AT A POINT 300 FEET WEST OF THE NORTHWEST CORNER OF ANTIOCH PIKE AND WINGATE AVENUE; THENCE WITH THE NORTHERLY MARGIN OF SAID PIKE, WESTWARDLY 50 FEET TO THE CORNER OF LOTS NOS. 7 AND 8; THENCE WITH THE LINE BETWEEN SAID TWO LOTS, NORTHWARDLY 165.7 FEET; THENCE EASTWARDLY 50 FEET TO THE CORNER OF LOTS NOS. 7 AND 6; THENCE WITH THE LINE BETWEEN SAID TWO LOTS, SOUTHWARDLY 166,6 FEET TO THE NORTHERLY MARGIN OF ANTIOCH PIKE, SAID POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO E. B. WOODROOF AND WIFE, HAZEL M. WOODROOF BY DEED FROM E. B. WALTON, TRUSTEE, OF RECORD IN BOOK 1199, PAGE 101, REGISTER'S OFFICE FOR SAID COUNTY.

THIS CONVEYANCE IS MADE SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN BOOK 1118, PAGE 675, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said O. R. PARSONS AND WIFE, BONNIE ROGERS PARSONS 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 O. R. PARSONS AND WIFE, BONNIE ROGERS PARSONS 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 O. R. PARSONS AND WIFE, BONNIE ROGERS PARSONS do hereby transfer and convey unto R. B. WOODROOF , 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.