WE , the said CURTIS LLOYD WALKER AND WIFE, RUBY HAMMETT WALKER , 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 they shall become 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 CURTIS LLOYD WALKER AND WIFE, RUBY HAMMETT WALKER , 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 CURTIS LLOYD WALKER AND WIFE, RUBY HAMMETT WALKER, 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 W.L. BAINBRIDGE , 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 ALLEN DOBSON AND WIFE, MARTHA BALLARD DOBSON

and CURTIS LLOYD WALKER AND WIFE, RUBY HAMMETT WALKER , hereunto set our hands

this the 15TH day of JULY , 1946

ALLEN DOBSON
MARTHA BALLARD DOBSON
CURTIS LLOYD WALKER
RUBY HAMMETT WALKER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, K. H. MCKEE , a Notary Public in and for said County and State, the within named ALLEN DOBSON AND WIFE, MARTHA BALLARD DOBSON AND CURTIS LLOYD WALKER AND WIFE, RUBY HAMMETT WALKER the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

, of the said

having appeared before me privately and apart from husband , the said , acknowledged the execution of the said instrument to have been done by 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 20 day of JULY , 1946.

My commission expires APRIL 3, 1948

(Seal) K.H. MCKEE Notary Public

U.S.R.S. $1.10

RECEIVED JULY 23, 1946 AT 3:19PM MDH

NUMBER 65607 RECORDED JULY 24, 1946

ALLEN DOBSON AND WIFE, MARTHA BALLARD DOBSON -TO- SHERMAN F. WILBURN AND WIFE, LEELA MAE WILBURN

INSTALLMENT DEED

Book No. 1392

FOR AND IN CONSIDERATION of the sum of ($570.00) FIVE HUNDRED, SEVENTY AND NO/100 DOLLARS of which ONE HUNDRED AND FOURTEEN AND NO/100 ($114.00) DOLLARS has been paid in cash by SHERMAN F.WILBURN AND WIFE, LEELA MAE WILBURN , the receipt of which is hereby acknowledged, and for the remainder FOUR HUNDRED AND FIFTY SIX AND NO/100 ($456.00) DOLLARS the said SHERMAN F. WILBURN AND WIFE LEELA MAE WILBURN HAVE THIS DAY EXECUTED THEIR ONE JOINT PROMISSORY NOTE IN THE SUM OF FOUR HUNDRED AND FIFTY SIX AND NO.100 ($456.00) DOLLARS, PAYABLE OVER A PERIOD OF THREE (3) YEARS, IN MONTHLY INSTALLMENTS OF THIRTEEN AND 87/100 ($13.87) DOLLARS EACH, INCLUDING 6% INTEREST. FIRST INSTALLMENT DUE ONE MONTH FROM DATE OF THIS INSTRUMENT, AND ONE ON THE SAME DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL SAID NOTE IS PAID IN FULL. NOTE PAYABLE TO THE ORDER OF ALLEN DOBSON.

I declare that I am the lawful holder of the claim secured by the within deed of trust and that the same is just and unpaid. This ... day of ... 194...

By ... Deputy Register

SAID NOTE

~~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, ALLEN DOBSON AND WIFE, MARTHA BALLARD DOBSON

have this day bargained and sold, and do hereby transfer and convey, unto the said SHERMAN F. WILBURN AND WIFE LEELA MAE WILBURN

THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 188 ON THE MAP OF SECTION 1, JOYWOOD HEIGHTS, NOT OF RECORD, DESCRIBED ACCORDING TO A SURVEY MADE BY Z. O. WILKINSON, SURVEYOR, JUNE 12, 1946 AS FOLLOWS: BEGINNING ON THE SOUTHWESTERLY MARGIN OF JONES CIRCLE AT THE CORNER OF LOTS NUMBERS 187 AND 188; THENCE THE LINE BETWEEN SAID TWO LOTS, SOUTHWESTWARDLY 218.2 FEET TO THE COMMON CORNER OF LOTS NUMBERS 187,188,206 AND 207; THENCE WITH THE EASTERLY MARGIN OF LOTS NUMBERS 206,205 AND 204; SOUTHWARDLY 150.3 FEET TO THE COMMON CORNER OF LOTS NUMBERS 201,202 AND 204; THENCE WITH THE NORTHERLY LINE OF LOT NUMBER 201, EASTWARDLY 40 FEET TO THE CORNER OF LOTS NUMBERS 188 AND 189; THENCE WITH THE LINE BETWEEN SAID TWO LOTS, NORTHEASTWARDLY 309.6 FEET TO THE SOUTHWESTERLY MARGIN OF SAID CIRCLE; THENCE WITH SAID CIRCLE NORTHWESTWARDLY 57 FEET TO THE BEGINNING. BEING PART OF THE PROPERTY CONVEYED TO ALLEN DOBSON BY DEED FROM NASHVILLE TRUST COMPANY, TRUSTEE, OF RECORD IN BOOK 1300, PAGE 150, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT IS CONVEYED SUBJECT THE RESTRICTIVE COVENANTS CONTAINED IN AN INSTRUMENT OF RECORD IN BOOK 173, PAGE 98 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, EXECUTED BY ALLEN DOBSON, DATED MARCH 4, 1946. EASEMENT FOR PUBLIC UTILITIES PURPOSES.

ONE FREE WATER TAP FURNISHED WITH THE ABOVE DESCRIBED LOT NUMBER 188.

TAXES FOR THE YEAR 1946 PRORATED AS OF DATE OF DEED AND ASSUMED BY PURCHASERS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said SHERMAN F. WILBURN AND WIFE LEELA MAE WILBURN, 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 SHERMAN F. WILBURN AND WIFE LEELA MAE WILBURN, 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 SHERMAN F. WILBURN AND WIFE LEELA MAE WILBURN

do hereby transfer and convey unto W. L. BAINBRIDGE , 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.