WE , the said THOMAS O'BRIEN AND WIFE, ANNIE A.O'BRIEN , 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 SUITABLE TO THE OWNERS AND HOLDERS OF SAID NOTES for at least the sum of $ 1,575.00 FIRE AND WINDSTORM 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 THOMAS O'BRIEN AND WIFE, ANNIE A. O'BRIEN, , 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 THOMAS O'BRIEN AND WIFE, ANNIE A.O'BRIEN, 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 ALBERT H.THOMAS 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 EXECUTIVE COMMITTEE OF THE FOREIGN MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES, A CORPORATION, HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS, AND ITS CORPORATE SEAL TO BE AFFIXED AND THOMAS O'BRIEN , hereunto set our hands and AND WIFE, ANNIE A.O'BRIEN HAVE

at NASHVILLE , Tennessee, this the 19TH day of SEPT. , 19 39 .

(SEAL) EXECUTIVE COMMITTEE OF THE FOREIGN MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES

ATTEST: C.DAREY FULTON, SECT.

BY DR.WALTER L.CALDWELL, CHAIRMAN

THOMAS O'BRIEN

ANNIE A.O'BRIEN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RUTH F.WILLIAMS, , a Notary Public in and for said County and State, the within named THOMAS O'BRIEN AND WIFE, ANNIE A. O'BRIEN

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

And , 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 19TH day of SEPTEMBER, 19 39.

My commission expires OCT. 31, 1939.

(Seal) RUTH F.WILLIAMS, Notary Public.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BEFORE ME, C.G.BOLTON, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED DR. WALTER L.CALDWELL AND C.DARBY FULTON, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ON OATH ACKNOWLEDGED THEMSELVES TO BE THE CHAIRMAN AND SECRETARY OF THE EXECUTIVE COMMITTEE OF FOREIGN MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES, THE WITHIN NAMED BARGAINOR A CORPORATION, AND THAT THEY AS SUCH CHAIRMAN AND SECRETARY, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY DR. WALTER L.CALDWELL AS CHAIRMAN, AND ATTESTING THE SAME BY C. DARBY FULTON AS SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE, IN NASHVILLE, TENNESSEE, THE 19TH DAY OF SEPTEMBER, 1939.

MY COM.EX. JAN.10, 1942. (SEAL) C.G.BOLTON, NOTARY PUBLIC.

U.S.R.S. $2.00
RECD [illegible] 1939 AT 12:41 P.M.

NUMBER 25425 RECORDED SEPT., 25, 1939

W. T. CROSSLIN AND WIFE, OLIVIA CROSSLIN, TO

C. F. BRAWNER AND WIFE, LORENA BRAWNER,

INSTALLMENT DEED

Book No. 794

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED DOLLARS ($400.00) ---------- DOLLARS

of which NONE ---------- DOLLARS has been paid in cash by , the receipt of which is hereby acknowledged, and for the remainder ---------FOUR HUNDRED---------- DOLLARS the said C. F. BRAWNER, AND WIFE, LORENA BRAWNER, HAVE EXECUTED THEIR JOINT PROMISORY NOTES AS FOLLOWS:

TWENTY-SIX (26) NOTES IN THE PRINCIPAL SUM OF $15.00 (FIFTEEN DOLLARS) BEARING DATE OF APRIL 15TH, 1937, THE FIRST OF WHICH FALLS DUE ON MAY 15TH, 1937 AND A LIKE NOTE DUE ON THE 15TH OF EACH MONTH THEREAFTER UNTILL ALL ARE PAID; ALSO ONE NOTE IN THE PRINCIPAL AMOUNT OF TEN DOLLARS ($10.00) BEARING DATE OF APRIL 15TH, 1937., AND DUE ON THE 15TH OF THE MONTH FOLLOWING THE LAST DUE DATE OF THE SERIES OF 26 NOTES ABOVE MENTIONED. ALL OF SAID NOTES ARE PAYABLE TO THE ORDER OF W. T. CROSSLIN AND WIFE OLIVIA CROSSLIN.

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's fees, a lien is expresaly retained on the land herein conveyed, WE, W. T. CROSSLIN AND WIFE OLIVIA CROSSLIN,

have this day bargained and sold, and do hereby transfer and convey, unto the said C. F. BRAWNER, AND WIFE, LORENA BRAWNER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING LOT NO. 13 OF BLOCK "B" ON THE REVISED PLAN OF POWER AND ROTH'S MADISON PARK SUBDIVISION, AS OF RECORD IN BOOK 843, PAGE 7, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO. 13 FRONTS 75.2 FEET ON THE WESTERLY SIDE OF EAST MEADE AVENUE AND RUNS BACK 200 FEET ON THE NORTHERLY LINE AND 201.5 FEET ON THE SOUTHERLY LINE, WITH THE NORTHERN MARGIN OF EMMETT AVE. TO A DEAD LINE, AND MEASURES 100.5 FEET THEREON.

BEING THE SAME PROPERTY CONVEYED TO W. T. CROSSLIN AND WIFE, OLIVIA CROSSLIN, BY DEED FROM THE GUARANTY MORTGAGE AND LOAN COMPANY, DATED JULY 6TH, 1935, AND RECORDED IN BOOK 972, PAGE 412, SAID REGISTER'S OFFICE, DAVIDSON COUNTY, TENN.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and the charge of the [illegible] the proper is All. This 20 day of Sept. 1939

Attest: [illegible]

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said C. F. BRAWNER AND WIF , LORENA BRAWNER, THEIR heirs and assigns, forever, WE covenant that WE 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 C. F. BRAWNER AND WIFE, LORENA BRAWNER, 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 W. T. CROSSLIN AND WIFE, OLIVIA CROSSLIN do hereby transfer and convey unto J. C. GARRETT, , 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.