I , the said PENELOPE W. MCCOLLOUGH , 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 $1500 AND $1500 TORNADO INSURANCE IS 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.

I 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 I 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 I , the said PENELOPE W. MCCULLOUGH , 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 I 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, I 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.

I 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. I 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 PENELOPE W. MCCOULLOUGH, HER 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 CHAS. F. LOVELL 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 MRS. GLADYS ST CLAIR HIBBETT AND PENELOPE W. MCCULLOUGH AND HUSBAND, A. C. MCCULLOUGH , hereunto set our hands and seals at NASHVILLE , Tennessee, this the 15TH day of NOV. , 19 39 .

GLADYS ST CLAIR HIBBETT
PENELOPE W. MCCULLOUGH
A. C. MCCULLOUGH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ALMA HILL , a Notary Public in and for said County and State, the within named MRS. GLADYS ST CLAIR HIBBETT A WIDOW, AND PENELOPE W. MCCULLOUGH AND HUSBAND, A. C. MCCULLOUGH , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X , wife 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 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 22ND day of NOVEMBER 19 39 .

My commission expires OCT 5, 1941 (Seal) ALMA HILL Notary Public.

U.S.R.S. $2.00
REC'D NOV 22, 1939 AT 12;05 P.M.
TP

INSTALLMENT DEED

Book No. 794

FOR AND IN CONSIDERATION of the sum of ($4000.00) -0- - - - - - -FOUR THOUSAND AND NO/100 DOLLARS of which ($900.00) NINE HUNDRED AND NO/100 DOLLARS has been paid in cash by C.ALEX BROWN AND WIFE, MILDRED BROWN, , the receipt of which is hereby acknowledged, and for the remainder $1800.00 OF THE BALANCE, DOLLARS the said GRANTEES HEREIN ASSUME AND AGREE TO PAY FOUR REMAINING UNPAID NOTES OF A SERIES OF SIX NOTES DATED OCTOBER 12, 1938, THE FIRST FIVE BEING FOR $100.00 EACH AND ONE FOR $1500.00, PAYABLE SEMI-ANNUALLY EACH APRIL 12TH AND OCTOBER 12TH RESPECTIVELY, WITH INTEREST, AS SECURED BY DEED OF TRUST EXECUTED BY LUCY ZELLNER TO A.L.MOORE, TRUSTEE, OF RECORD IN BOOK 1030, PAGE 638, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE; AND FOR THE BALANCE OF $1300.00, THE SAID GRANTEES HEREIN HAVE THIS DAY EXECUTED AND DELIVERED THEIR FIFTY-TWO (52) MONTHLY, PROMISSORY LIEN NOTES OF $25.00 EACH PAYABLE TO THE ORDER OF LUCY ZELLNER, FIRST ONE OF SAID SERIES OF NOTES BEING DUE AND PAYABLE ON OR BEFORE THIRTY DAYS FROM DATE OF DEED AND ONE IS DUE AND PAYABLE EACH THIRTY DAYS THEREAFTER UNTIL ALL ARE PAID, WITH ALL OF SAID NOTES BEARING FIVE PER CENT INTEREST FROM DATE PAYABLE AT MATURITY, - - - -

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 expressly retained on the land herein conveyed

I, LUCY ZELLNER, AN UNMARRIED WOMAN,

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

LAND IN THE 7TH, FORMERLY 11TH, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING LOT NO.3 ON THE MAP OF THE ZELLNER TRACT, DESCRIBED ACCORDING TO A SURVEY MADE BY Z.J.WILKINSON, SURVEYOR, ON AUGUST 19, 1938, AS FOLLOWS:

BEGINNING IN THE NORTHERLY MARGIN OF THE OTTER CREEK ROAD, THE COMMON CORNER OF LOTS NOS. 2 AND 3 ON SAID MAP; THENCE WITH THE LINE BETWEEN LOTS NOS. 2 AND 3 NORTH 14° WEST 1520 FEET TO AN ELM; THENCE NORTH CONTINUING WITH THE WESTERLY LINE OF LOT NO.3, 20° 30' WEST 845 FEET TO A POINT; THENCE NORTH 21° EAST 350 FEET TO A POINT; THENCE NORTH 7° 30' EAST 114 FEET TO A POINT, SAID POINT BEING THE EXTREME NORTH-EAST CORNER OF LOT NO.3; THENCE WITH THE EAST LINE OF LOT NO.3 ALONG THE WEST LINE OF THE MOONEY LANDS SOUTH 15° EAST 2390 FEET TO AN OAK, CONTINUING SOUTH 6° EAST 243 FEET ALONG THE FENCE TO THE NORTH MARGIN OF OTTER CREEK ROAD, BEING THE SOUTH-EAST CORNER OF LOT NO.3; THENCE WITH THE NORTH MARGIN OF OTTER CREEK ROAD SOUTH 68° 30' WEST 208 FEET TO THE POINT OF BEGINNING, CONTAINING 14.7 ACRES.

BEING PART OF THE PROPERTY CONVEYED TO LUCY ZELLNER BY DEED FROM MARIE ANTOINETTE TURNER OF RECORD IN BOOK 1031, PAGE 525, REGISTERS OFFICE FOR DAVIDSON, COUNTY, TENNESSEE.

I declare that I am the true and lawful holder of the within note and that the within instrument was delivered by me for the purpose of securing the payment thereof as therein stated, and hereby acknowledge the satisfaction thereof. Witness my hand this 21st day of Nov. 1939

Witness: Lucy Zellner
Lucy Zellner by C.A. Brown

STATE OF TENNESSEE
DAVIDSON COUNTY

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said C.ALEX BROWN AND WIFE, MILDRED BROWN, THEIR heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered., EXCEPT AS ABOVE AND 1939 TAXES WHICH ARE TO BE PRORATED AS OF DATE OF DEED.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said C.ALEX BROWN AND WIFE, MILDRED BROWN, 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 C.ALEX BROWN AND WIFE, MILDRED BROWN - - - do hereby transfer and convey unto J.A.ZELLNER, , 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.