WE , the said EMMA B. JONES AND MELLICENT J.WOODS, , 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 $ 2100.00 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 EMMA B. JONES AND MELLICENT J.WOODS, , 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 EMMA B.JONES AND MELLICENT J.WOODS, 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 HORACE OSMENT 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 GRACE MAYERS HARPER, RACHEL MAYERS RYAN, AILEEN MAYERS THONI LAURA MAYERS OSMENT LUCILLE WOODARD MAYERS, WILLIAM C.MAYERS, SHIRLEY EDWARDS MAYERS, and EMMA B.JONES AND MELLICENT W.OODS, , hereunto set our hands at/ NASHVILLE , Tennessee, this the 19TH day of DECEMBER ,19 39.

AILEEN MAYERS THONI
LAURA MAYERS OSMENT
GRACE MAYERS HARPER,
RACHEL MAYERS RYAN
LUCILE WOODARD MAYERS,
WILLIAM C.MAYERS,
SHIRLEY EDWARD MAYERS,

EMMA B.JONES
MELLICENT J.WOODS,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, DORRIS S. LOVENTHAL , a Notary Public in and for said County and State, the within named AILEEN MAYERS THONI , LAURA MAYERS OSMENT, RACHEL MAYERS, RYAN, LUCILLE WOODARD MAYERS, WILLIAM C. MAYERS AND SHIRLEY EDWARDS MAYERS, the bargainor S, 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 21ST day of DECEMBER 19 39.

My commission expires JANUARY 7, 1941

(Seal) DORRIS S. LOVENTHAL,
Notary Public.

STATE OF NORTH CAROLINA
MECKLENBERG, COUNTY

PERSONALLY APPEARED BEFORE ME R.W. DULIN JR. A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED MECKLENBURG OF N.CAROLINA GRACE MAYERS HARPER, THE BARGAINOR WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT SHE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL AT CHAROLOTTE NORTH CAROLINA THIS 31 DAY OF DECEMBER 1939.

(SEAL)
R.W. DULIN JR.,
NOTARY PUBLIC

MY COMMISSION EXPIRES SEPT. 7, 1941
U.S.R.S $2.50
RECEIVED JANUARY 3RD, 1940 AT 12;50 P.M.

NUMBER 31098 RECORDED JAN. 3, 1940.
W.C.HAGAN, ET UX., TO EVERETT PEACH ET UX.

INSTALLMENT DEED

Book No. 794

FOR AND IN CONSIDERATION of the sum of NINE HUNDRED AND NO/100 DOLLARS of which TWENTY AND NO/100 DOLLARS has been paid in cash by EVERETT PEACH AND WIFE, IRINE PEACH, , the receipt of which is hereby acknowledged, and for the remainder the said EVERETT PEACH AND WIFE, IRINE PEACH, EIGHT HUNDRED EIGHTY AND NO/100 DOLLARS

HAVE THIS DAY EXECUTED THEIR THIRTY-SIX PROMISSORY NOTES, THE FIRST THIRTY-FIVE BEING IN THE PRINCIPAL SUM OF $20.00 EACH. THE INTEREST ON $700.00, THE PORTION OF THE UNPAID BALANCE REPRESENTED BY THIS SERIES OF THIRTY-FIVE NOTES, HAS BEEN COMPUTED AND ADDED TO EACH, MAKING EACH OF THIS SERIES OF NOTES IN THE AMOUNT OF $21.80. THE THIRTY-SIXTH, OR LAST NOTE, IS IN THE AMOUNT OF $180.00, BEARING INTEREST AT THE RATE OF SIX PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY. THE FIRST OF SAID NOTES IS DUE AND PAYABLE ON OR BEFORE THE FIRST DAY OF NOVEMBER, 1939, AND ONE ON OR BEFORE THE SAME DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID. ALL OF SAID NOTES ARE PAYABLE TO THE ORDER OF W.C.HAGAN. ALL OF SAID NOTES BEAR INTEREST AT THE RATE OF SIX PER CENT PER ANNUM FROM DATE OF MATURITY, WITH THE EXCEPTION OF THE LAST NOTE OF $180.00 WHICH BEARS INTEREST FROM DATE AT SIX PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY,

~~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 expresly retained on the land herein conveyed

WE, W.C.HAGAN AND WIFE, LELA HAGAN,

have this day bargained and sold, and do hereby transfer and convey, unto the said EVERETT PEACH AND WIFE, IRINE PEACH, THEIR heirs and assigns, Tennessee. as follows:

BEING LOTS 226, 227,AND 228 ON THE PLAN OF MAPLEWOOD HEIGHTS SECOND SUBDIVISION, PLAN OF WHICH IS OF RECORD IN BOOK 547, PAGES 103 AND 104,REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE; AND A TRACT OF 4½ ACRES, MORE OR LESS, BEING A PART OF THE ORIGINAL TRACT OF MAPLEWOOD LANDS.

SAID LOT 226 FRONTS 100 FEET ON THE WESTERLY SIDE OF HUTSON AVENUE AND EXTENDS BACK BETWEEN PARALLEL LINES 300 FEET TO A DEAD LINE, AND BEING A PART OF THE SAME PROPERTY CONVEYED TO W.C.HAGAN BY DEED FROM J.E.SAUNDERS AND WIFE, OF RECORD IN BOOK 831, PAGE 415, SAID REGISTERS OFFICE.

SAID LOT 227 FRONTS 100 FEET ON THE WESTERLY SIDE OF HUTSON AVENUE AND EXTENDS BACK BETWEEN PARALLEL LINES 300 FEET TO A DEAD LINE, AND BEING THE SAME PROPERTY CONVEYED TO W.C.HAGAN BY DEED FROM J.E.SAUNDERS AND WIFE, OF RECORD IN BOOK 731, PAGE 685, SAID REGISTERS OFFICE.

SAID LOT 228 FRONTS 100 FEET ON THE WESTERLY SIDE OF HUTSON AVENUE AND EXTENDS BACK BETWEEN PARALLEL LINES 300 FEET TO A DEAD LINE, AND BEING THE SAME PROPERTY CONVEYED TO W.C.HAGAN BY DEED FROM J.E.SAUNDERS AND WIFE, OF RECORD IN BOOK 782, PAGE 482, SAID REGISTERS OFFICE.

SAID TRACT OF 4½ ACRES, MORE OR LESS, IS MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT, SAID POINT BEING THE SOUTHWESTERLY CORNER OF LOT 225 AND THE NORTHWESTERLY CORNER OF LOT 226 ON THE PLAN OF MAPLEWOOD HEIGHTS SECOND SUBDIVISION, ABOVE REFERRED TO; THENCE RUNNING NORTHERLY 56 DEGREES, WEST 616 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF THE J.C.MCRAE PROPERTY; THENCE SOUTH 26 DEGREES, 15 MINUTES, WEST 275 FEET, MORE OR LESS, TO A STAKE, BEING BENNETT'S NORTHWESTERLY CORNER; THENCE SOUTH 56 DEGREES, EAST 679 FEET TO A STAKE, BEING THE SOUTHWESTERLY CORNER OF LOT 228 AND THE NORTHWESTERLY CORNER OF LOT 229 ON THE PLAN OF MAPLEWOOD HEIGHTS SECOND SUBDIVISION, ABOVE REFERRED TO; THENCE NORTHERLY 300 FEET TO THE POINT OF BEGINNING, AND BEING A PART OF THE 21-ACRE TRACT CONVEYED TO W.C.HAGAN BY DEED FROM J.E.SAUNDERS AND WIFE, OF RECORD IN BOOK 712, PAGE 396, SAID REGISTERS OFFICE.

I am the true and lawful holder of the lien secured by the instrument within, and hereby acknowledge the satisfaction thereof, and discharge of the lien to secure the same in full. This day of 1940.
Attest: W.C.Hagan
DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said EVERETT PEACH AND WIFE, IRINE PEACH, 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 EVERETT PEACH AND WIFE, IRINE PEACH, 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 EVERETT PEACH AND WIFE, IRINE PEACH, do hereby transfer and convey unto M.N.YOUNG, , 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.