WE, , the said G.V. ELMORE AND WIFE OPHELIA SYLENCE ELMORE, , 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 $ 4,358.98 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 G.V.ELMORE AND WIFE OPHELIA SYLENCE ELMORE, , 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 G.V.ELMORE AND WIFE OPHELIA SYLENCE ELMORE 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 E.E.MURREY 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 SCARRITT COLLEGE FOR CHRISTIAN WORKERS HAS CAUSED ITS CORPORATE NAME TO BE HEREUNTO SUBSCRIBED BY ITS DULY AUTHORIZED OFFICERS AND G. V. ELMORE AND ~~and~~ WIFE OPHELIA SYLENCE ELMORE, , hereunto set our hands at NASHVILLE , Tennessee, this the 15TH day of NOVEMBER , 19 39.

SCARRITT COLLEGE FOR CHRISTIAN WORKERS

C.A. CRAIG, VICE PRESIDENT

ATTEST:
E.E.MURREY
TREASURER

G.V. ELMORE,
OPHELIA SYLENCE ELMORE,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.L.WHITAKER, , a Notary Public in and for said County and State, the within named G. V. ELMORE AND WIFE OPHELIA SYLENCE ELMORE,

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

~~And~~

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 OCT. 5, 1943.

(Seal) W.L.WHITAKER, Notary Public.

STATE OF TENNESSEE.
COUNTY OF DAVIDSON

BEFORE ME REBECCA WILSON A NOTARY PUBLIC WITHIN AND FOR THE STATE AND COUNTY AFORESAID PERSONALLY APPEARE C. A. CRAIG, AND E. E. MURREY WITH WHOM I AM PERSONALLY ACAUAINTED AND WHO UPON THEIR SEVERAL OATHS ACKNOWLEDGED THEMSELVES TO BE THE VICE PRESIDENT AND TREASURER, RESPECTIVELY OF SCARRITT COLLEGE FOR CHRISTIAN WORKERS, THE WITHIN NAMED BARGAINOR A CORPORATION AND THAT THEY AS SUCH PRESIDENT AND SECRETARY BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY THE SAID C.A. CRAIG, AS VICE PRESIDENT AND ATTESTING THE SAME BY THE SAID E.E.MURREY AS SUCH TREASURER,
WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE AT NASHVILLE TENNESSEE, ON THIS 25TH DAY OF JANUARY 1940.

comm Ex Oct 13 1940 (SEAL) REBECCA WILSON
NOTARY PUBLIC

U.S.R.S $4.50
RECEIVED JANUARY 30TH, 1940 AT 11;49 A.M.

INSTALLMENT DEED

Book No. 794

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND AND FIVE HUNDRED ($2.500.00) DOLLARS

of which THREE HUNDRED ($300.00) DOLLARS has been paid in cash by

A.C. FARRELL AND WIFE EDNA S. FARRELL, , the receipt of which is hereby acknowledged, and for the remainder

TWO THOUSAND AND TWO HUNDRED ($2.200.00) DOLLARS

the said A.C. FARRELL AND WIFE EDNA S. FARRELL, HAVE ASSUMED A LOAN NOW HELD BY THE NASHVILLE TRUST COMPANY ORIGINALLY IN THE SUM OF $1,200.00 SAME NOW HAVING BEEN REDUCED TO A PRINCIPAL BALANCE OF $500.00 AS OF DECEMBER 1, 1939, SAID INDEBTEDNESS PAYABLE $100.00 SEMI- ANNUALLY ON THE FIRST DAY OF JUNE AND DECEMBER IN EACH YEAR RESPECTIVELY PLUS INTEREST AT THE RATE OF 5½% PER ANNUM; THE REMAINING BALANCE OF THE PURCHASE PRICE, NAMELY $1700.00 IS TO BE PAID OVER A PERIOD OF 139 MONTHS, AT THE RATE OF $17.00 PER MONTH, INCLUDING PRINCIPAL AND INTEREST AT THE RATE OF 6% PER ANNUM FIRST NOTE TO BE DUE JUNE 1ST, 1940, AND THE REMAINING 138 NOTES FALLING DUE ONE MONTH APART ONTHE FIRST DAY OF EACH MONTH THEREAFTER UTNIL ALL ARE PAID.

SAID LOAN ABOVE REFERRED TO IS OF RECORD IN BOOK 908, PAGE 193, RODC TENNESSEE, TO WHICH REFERENCE IS MADE.

~~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 JEWELL R.SMITH AND WIFE EDNA L.SMITH,

have this day bargained and sold, and do hereby transfer and convey, unto the said A.C. FARRELL AND WIFE EDNA S. FARRELL THEIR,

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

LAND IN DAVIDSON COUNTY,TENNESSEE BEING LOTS NOS.270 AND 271 ON THEMAP OF MCEWEN PLACE OF RECORD IN BOOK 332, PAGE 133, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOTS NOS.270 AND 271 FRONT 30 FEET EACH ON THE SOUTHERLY SIDE OF ORDWAY PLACE FORMERLY GROVE AVENUE AND RUN BACK BETWEEN PARALLEL LINES TO AN ALLEY. NO.270 RUNNING BACK 133.8 FEET ON THE WEST LINE AND 134.1 FEET ON THE EAST LINE AND LOT NO.271 RUNNING BACK 134.1 FEET ON THE WEST LINE AND 134.3 FEET ON THE EAST LINE.

I hereby certify this to be a true and full copy of the instrument as the same appears of record in my office and I am the lawful holder of the claim secured by the instrument and custodian of the records of my office.
Witness my hand and official seal this 3 day of March 1940.
Attest: Stephen McMeans Clerk
E. McStravick D.C.
DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said A.C. FARRELL AND WIFE EDNA S. FARRELL 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 A.C. FARRELL AND WIFE EDNA S.FARRELL, 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 JEWELL R. SMITH AND WIFE EDNA L.SMITH do hereby transfer and convey unto J.M.CLARK, , 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.