I, the said R.E.MCNELLIS, 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 $ 1,600.00 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. 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 R.E.MCNELLIS, 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, OR 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 R.E.MCNELLIS, 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 FERRIS BAILEY, 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 W.A.DICKSON AND WIFE,

and EDITH E.DICKSON, at NASHVILLE, Tennessee, this the 1ST day of MAY, 1935., hereunto set our hands

W.A.DICKSON

EDITH E.DICKSON

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WADE SAIN, a Notary Public in and for said County and State, the within named W.A.DICKSON AND WIFE, EDITH E.DICKSON, the bargainor S, with whom I am personally acquainted, and who acknowledged that -- executed the within instrument for the purposes therein contained.

And EDITH E.DICKSON, WIFE of the said W.A.DICKSON, having appeared before me privately and apart from HER husband, the said EDITH E.DICKSON, acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 3 day of MAY, 1935.

My commission expires APRIL 16, 1936.

(Seal) WADE SAIN, Notary Public.

U.S.R.S. $2.50.

RECD MARCH 25, 1936 AT 12:02 P M

SMITH, MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

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FOR AND IN CONSIDERATION of the sum of TWELVE HUNDRED AND NO/100 ($1200.00) DOLLARS of which AMOUNT THE SUM OF TWO HUNDRED AND NO/100 ($200.00) DOLLARS has been paid in cash by FRANK R. BASKETTE AND WIFE JOSEPHINE T. BASKETTE, the receipt of which is hereby acknowledged, and for the remainder ONE THOUSAND AND NO/100 ($1000.00) DOLLARS the said FRANK R. BASKETTE AND JOSEPHINE T. BASKETTE

HAVE EXECUTED THEIR SIXTY-THREE (63) JOINT PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF W. S. ALEXANDER AND VASSIE ALEXANDER, ON OR BEFORE, ONE EACH MONTH RESPECTIVELY, CONSECUTIVELY, BEGINNING APRIL 25TH, 1936. THE FIRST ONE OF SAID NOTES IS FOR THE SUM OF $21.00 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER IS FOR AN AMOUNT EIGHT CENTS LESS THAN THE PRECEDING NOTE, EXCEPT THE LAST NOTE, WHICH IS FOR $8.04. THE PRINCIPAL OF THE FIRST 62 NOTES IS $16.00 AND OF THE LAST NOTE $8.00 AND THE REMAINDER OF EACH NOTE IS INTEREST AT 6% ON THE OUTSTANDING AMOUNT. THEREFORE, SAID NOTES BEAR NO INTEREST EXCEPT FROM MATURITY, AND

~~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

WE, W. S. ALEXANDER AND WIFE VASSIE ALEXANDER, have this day bargained and sold, and do hereby transfer and convey, unto the said FRANK R. BASKETTE AND WIFE JOSEPHINE T. BASKETTE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS. ONE HUNDRED AND FOUR (104), ONE HUNDRED AND SIX (106) AND ONE HUNDRED AND EIGHT (108) OF BLOCK 61, IN PLAN NO. 1, WEST NASHVILLE, AS OF RECORD IN BOOK 57, PAGES 74 AND 75, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOTS NOS. 104, 106 AND 108 FRONT TWENTY-FIVE (25) FEET EACH ON THE WESTERLY SIDE OF 45TH AVENUE NORTH, FORMERLY 4TH STREET AND RUN BACK BETWEEN PARALLEL LINES ONE HUNDRED AND TEN (110) FEET TO AN ALLEY, LOT 108 IS BOUNDED ON THE NORTH BY AN ALLEY 25 FEET WIDE.

BEING THE SAME PROPERTY CONVEYED TO THE UNDERSIGNED, W. S. ALEXANDER AND WIFE VASSIE ALEXANDER BY A. B. BENEDICT AND WIFE ANNE S. BENEDICT, BY DEED DATED SEPTEMBER 11TH, 1928 AND RECORDED IN BOOK 831, PAGE 27, R.O.D.C. TENN.

THE SAID FRANK R. BASKETTE AND WIFE JOSEPHINE T. BASKETTE ASSUME AND AGREE TO PAY THE TAXES ON THE PROPERTY HEREIN CONVEYED FOR THE YEAR 1936.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FRANK R. BASKETTE AND WIFE JOSEPHINE T. BASKETTE, 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 FRANK R. BASKETTE AND WIFE JOSEPHINE T. BASKETTE, 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 FRANK R. BASKETTE AND WIFE JOSEPHINE T. BASKETTE, do hereby transfer and convey unto RUFUS GANN, 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.