, the said BALTHROP COAL COMPANY, A CORPORATION AS AFORESAID, , 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 $ -- 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. BALTHROP COAL COMPANY, A CORPORATION AS AFORESAID 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 IT 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. THE SAID BALTHROP COAL COMPANY, A CORPORATION AS AFORESAID , 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 BALTHROP COAL COMPANY, A CORPORATION, AS AFORESAID 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, BALTHROP COAL COMPANY, A CORPORATION AS AFORESAID 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.

BALTHROP COAL COMPANY, A CORPORATION AS AFORESAID 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. BALTHROP COAL COMPANY, A CORPORATION AS AFORESAID 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 BALTHROP COAL COMPANY, A CORPORATION AS AFORESAID, ITS SUCCESSORS ~~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. NELSON, PRESIDENT AND HIS SUCCESSORS AS AFORESAID 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, ~~the said~~ XXXXXXXX NASHVILLE TRUST COMPANY, A CORPORATION AS AFORESAID HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS, AND ITS CORPORATE SEAL TO BE AFFIXED and BALTHROP COAL COMPANY, A CORPORATION AS AFORESAID HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS. ~~hereunto set our hands~~ ~~In witness, this the~~ ~~day of~~ ~~19~~ SAID BALTHROP COAL COMPANY, HAVING NO CORPORATE SEAL., HEREUNTO SET OUR HANDS AT NASHVILLE, TENNESSEE, THIS THE 20TH DAY OF MAY, 1936.

ATTEST: W.W. MCNEILLY, SECRETARY

(SEAL) NASHVILLE TRUST COMPANY
BY CHAS. NELSON
PRESIDENT

ATTEST O.T. HOOTS, SEC. & TREAS.

BALTHROP COAL COMPANY
BY D.L. BEASLEY, PRESIDENT

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within named the bargainor , with whom I am personally acquainted, and who acknowledged that 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 , Tennessee, this day of , 193

My commission expires

(Seal)

STATE OF TENNESSEE, COUNTY OF DAVIDSON

BEFORE ME, RUTH F. WILLIAMS, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE, Notary Public. AFORESAID, PERSONALLY APPEARED CHAS. NELSON WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO, UPON OATH, ACKNOWLEDGED HIMSELF TO BE THE PRESIDENT OF THE NASHVILLE TRUST COMPANY THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH PRESIDENT BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS PRESIDENT.

AND ALSO PERSONALLY APPEARED W.W. MCNEILLY WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED HIMSELF TO BE SECRETARY OF THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH SECRETARY BEING AUTHORIZED SO TO DO, AFFIXED THE SEAL OF THE SAID CORPORATION TO THE FOREGOING INSTRUMENT TO EXECUTE THE SAME FOR THE PURPOSE THEREIN CONTAINED, AND THAT HE ATTESTED THE SAME AS SUCH OFFICER OF SAID CORPORATION; AND THAT THE SEAL THERETO AFFIXED IS THE GENUINE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND SEAL AT OFFICE IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, THIS THE 28TH DAY OF MAY, 1936.

COM.EXPIRES OCT 31ST 1939 (SEAL) RUTH F. WILLIAMS, NOTARY PUBLIC

STATE OF TENNESSEE, COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, RUTH F. WILLIAMS, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, D.L. BEASLEY AND O.T. HOOTS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY AND TREASURER, RESPECTIVELY, OF THE BALTHROP COAL COMPANY, THE BARGAINORS, A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND SECRETARY AND TREASURER, BEING AUTHORIZED SO TO DO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY THE SAID D.L. BEASLEY SIGNING THE NAME OF THE CORPORATION BY HIMSELF, AS PRESIDENT AND THE SAID O.T. HOOTS, ATTESTING THE SAME AS SECRETARY AND TREASURER.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 28TH DAY OF MAY, 1936

(SEAL) RUTH F. WILLIAMS, NOTARY PUBLIC
COM.EXPIRES OCT 31ST, 1939

U.S.R.S. $1.50
REC'D MAY 30, 1936 AT 11.30 A.M.

BROWN-BRANDAU & BRYCE CO. NASHVILLE

INSTALLMENT DEED

989

FOR AND IN CONSIDERATION of the sum of FIFTEEN HUNDRED ($1500.00) DOLLARS
of which TWO HUNDRED ($200.00) DOLLARS has been paid in cash by
LESLIE RANDALL AND WIFE, JANIE RANDALL , receipt of which is hereby acknowledged, and for the remainder
THIRTEEN HUNDRED ($1300.00) DOLLARS
the said LESLIE RANDALL AND JANIE RANDALL

HAVE THIS DAY EXECUTED TO C. H. HOLMAN THEIR NINETY SIX (96) PROMISSORY NOTES, THE

FIRST OF WHICH FALLS DUE JUNE 16TH, 1936, AND ONE ON THE 16TH. DAY OF EACH MONTH

THEREAFTER UNTIL ALL BECOME DUE AND PAYABLE.

THE NOTES FALLING DUE JUNE 16TH. TO NOVEMBER 16TH. EACH YEAR BEING IN THE SUM OF

FIFTEEN ($15.00) DOLLARS, AND THE NOTES FALLING DUE DEC. 16TH. EACH YEAR TO AND

INCLUDING THE 16TH DAY OF MAY EACH FOLLOWING YEAR EACH BEING IN THE SUM OF TWELVE

($12.00) DOLLARS, EXCEPT THE LAST NOTE, FALLING DUE MAY 16TH, 1944, BEING IN THE

SUM OF SIXTEEN ($16.00) DOLLARS, AND

I declare that I saw the within ment within named ... and that the same was duly ... Attest: ... C. H. Holman

DUE

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, C. H. HOLMAN AND WIFE, CHRISTIE MAE HOLMAN,

have this day bargained and sold, and do hereby transfer and convey, unto the said LESLIE RANDALL AND WIFE, JANIE RANDALL, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 27 ON THE MAP OF TRINITY HEIGHTS, T. W. CRUTCHER TRUSTEE'S SUBDIVISION OF LOT NO. 3 OF THE WHITE LANDS, AS OF RECORD IN BOOK NO. 332, PAGE 4, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO. 27 FRONTS 90.7 FEET ON THE SOUTHERLY SIDE OF EDWIN AVENUE AND RUNS BACK 166 FEET ON THE EAST LINE AND 166.1 FEET ON THE WEST LINE OR WITH THE EASTERLY MARGIN OF MERIDIAN STREET, TO AN ALLEY, AND MEASURES 95.5 FEET ON SAID ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO US BY DEED FROM JOHN L. NOLAN ET UX. OF RECORD IN BOOK NO. 670, PAGE 493, SAID REGISTER'S OFFICE.

TAXES FOR THE YEAR 1936 TO BE PRORATED - 5/12 TO BE PAID BY THE CONVEYORS AND 7/12 BY THE CONVEYEES.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LESLIE RANDALL AND WIFE, JANIE RANDALL, 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 LESLIE RANDALL AND JANIE RANDALL, 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 LESLIE RANDALL AND WIFE, JANIE RANDALL,

do hereby transfer and convey unto C. C. BARNES, , 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.