WE , the said JOHN COLEMAN DAVIS AND WIFE, ORA DAVIS , 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 $ 2000.00 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 JOHN COLEMAN DAVIS AND WIFE, ORA DAVIS , 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 JOHN COLEMAN, DAVIS, HIS 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 J.P. ELLIS 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.L. SCOTT AND WIFE, TECK K.SCOTT

and JOHN COLEMAN DAVIS AND WIFE, ORA DAVIS IS , hereunto set our hands at NASHVILLE , Tennessee, this the 27TH day of MARCH , 1937 .

W.L. SCOTT
TECK K.SCOTT
JOHN COLEMAN DAVIS
ORA DAVIS

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, SAM GARFINKLE , a Notary Public in and for said County and State, the within named JOHN COLEMAN DAVIS AND WIFE, ORA DAVIS

the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ORA DAVIS , WIFE of the said JOHN COLEMAN DAVIS having appeared before me privately and apart from HER husband , the said ORA DAVIS , 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 27TH day of MARCH , 1937

My commission expires NOV 9TH 1938

(Seal) SAM GARFINKLE
Notary Public.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JESSE WATTS , a Notary Public in and for said County and State, the within named W.L. SCOTT AND WIFE, TECK K.SCOTT

the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And TECK K.SCOTT, WIFE , of the said W.L. SCOTT having appeared before me privately and apart from HER husband , the said TECK K.SCOTT , 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 16TH day of APRIL , 1937

My commission expires BEBY 23RD 1940

(Seal) JESSE WATTS
Notary Public.

U.S.R.S.$8.50
REC'D APRIL 21, 1937 AT 8:48 A.M.

INSTALLMENT DEED

1012

FOR AND IN CONSIDERATION of the sum of $6500.00 (SIXTY-THREE HUNDRED) DOLLARS

of which EIGHT-HUNDRED ($800.00) DOLLARS has been paid in cash by MRS. MARY NOONAN AND MISS NORA KLEISER , the receipt of which is hereby acknowledged, and for the remainder FIFTY-FIVE HUNDRED ($5500.00) DOLLARS the said MRS. MARY NOONAN AND MISS NORA KLEISER

HAVE EXECUTED 21 NOTES, DATED MAY 1ST, 1937, AND PAYABLE TO THE ORDER OF J. R. MCILWAINE.

THE FIRST 20 OF SAID NOTES ARE IN THE PRINCIPAL AMOUNT OF $100.00 EACH. THE FIRST OF SAID TWENTY NOTES MATURES ON THE 1ST DAY OF JUNE, 1937, AND THE REMAINDER MATURE ON THE 1ST DAY OF EACH MONTH FOLLOWING THEREAFTER, RESPECTIVELY.

NO. 21 IN SAID SERIES OF NOTES IS IN THE PRINCIPAL AMOUNT OF $3500.00 (THIRTY-FIVE HUNDRED DOLLARS), IS DATED MAY 1ST, 1937, AND MATURES ON JUNE 1ST, 1940.

SAID NOTE BEARS INTEREST AT THE RATE OF 5% PER ANNUM, SAID INTEREST BEING PAYABLE SEMI-ANNUALLY, ON THE 1ST DAY OF JUNE AND JANUARY EACH YEAR UNTIL PAID. PRINCIPAL PAYMENTS IN MULTIPLES OF $250.00 MAY BE MADE ON SAID NOTE AT ANY OF THE SEMI-ANNUAL INTEREST PAYMENT DATES.

I declare that I am the true and lawful holder of $3500.00 the within note secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 5 day of May 1941

NASHVILLE TRUST CO.
By Irene Rose
ASST. SECY.

I declare that I am the true and lawful holder of $3500.00 the within note secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 20 day of May 1940

J. R. McIlwaine

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, THE UNDERSIGNED, J. R. MCILWAINE have this day bargained and sold, and do hereby transfer and convey, unto the said MRS. MARY NOONAN AND MISS NORA KLEISER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 44 OF BLOCK "I" ON THE MAP OF CHEROKEE PARK, THIRD SECTION, AS OF RECORD IN BOOK NO.843, PAGES 2 AND 3, REGISTER'S OFFICE OF SAID COUNTY.

SAID LOT NO. 44 FRONTS 60 FEET ON THE EASTERLY SIDE OF CHEROKEE ROAD AND RUNS BACK BETWEEN LINES 133.62 FEET ON THE NORTH LINE AND 133.83 FEET ON THE SOUTH LINE TO A DEAD LINE IN THE REAR ON WHICH IT MEASURES 60 FEET.

BEING PART OF THE SAME PROPERTY CONVEYED TO J. R. MCILWAINE BY DEED OF E. C. SCRUGGS, JR., AND WIFE, OF RECORD IN BOOK NO. 996, PAGE 304, SAID REGISTER'S OFFICE, TO WHICH REFERENCE IS HERE MADE.

THE ABOVE PROPERTY IS SUBJECT TO RESTRICTIONS AS RECORDED IN BOOK 819, PAGE 173, R.O.D.C., TENN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS. MARY NOONAN AND MISS NORA KLEISER, 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 FOR 1937 CITY, S & C TAXES WHICH HAVE BEEN PRO RATED AND ASSUMED BY PURCHASER. I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said MRS. MARY NOONAN AND MISS NORA KLEISER, 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 MRS. MARY NOON AND MISS NORA KLEISER do hereby transfer and convey unto EUGENE HOLLINS, JR. , 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.