WE , the said B.O.BRILEY AND WIFE, ANNIE HARVILLE BRILEY, , 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 $ 300.00 LOT #6 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, LOT #6 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 B.O. BRILEY AND WIFE, ANNIE HARVILLE BRILEY , 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 B.O.BRILEY AND WIFE, ANNIE HARVILLE BRILEY, -- 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 F.C.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 LITTELL RUST AND WIFE, MARGARET S.RUST

and B.O.BRILEY AND WIFE, ANNIE HARVILLE BRILEY,
at NASHVILLE, , Tennessee, this the 14TH day of JULY , 193 8. , hereunto set our hands

LITTELL RUST

MARGARET S.RUST

ANNIE HARVILLE BRILEY

B.O.BRILEY

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, F.E.BOWERS, , a Notary Public in and for said County and State, the within named B.O.BRILEY AND WIFE, ANNIE HARVILLE BRILEY, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ANNIE HARVILLE BRILEY, , WIFE of the said B.O.BRILEY, having appeared before me privately and apart from HER husband , the said ANNIE HARVILLE BRILEY, , 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 14TH day of JULY , 193 7.

My commission expires JANUARY 16, 1940.

(Seal) B.E.BOWERS,
Notary Public.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

PERSONALLY APPEARED BEFORE ME, MARGARET R.ZELLNER, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED LITTELL RUST AND WIFE, MARGARET S.RUST, THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEGE THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 14 DAY OF JULY, 1937.

(SEAL) MARGARET R.ZELLNER,
NOTARY PUBLIC.

MY COM.EX. 4/7/38.

U.S.R.S. $0.50.

RECD JULY 14, 1937 AT 11:34 A.M.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($4750.00) FORTY SEVEN HUNDRED, FIFTY AND 00/100 DOLLARS of which FOUR HUNDRED, FIFTY AND 00/100 ($450.00) DOLLARS has been paid in cash by EGBERT SCHMITTOU AND WIFE JANIE A.SCHMITTOU , the receipt of which is hereby acknowledged, and for the remainder FORTY THREE HUNDRED AND 00/100 ($4300.00) DOLLARS the said EGBERT SCHMITTOU AND WIFE, JANIE A.SCHMITTOU,

HAVE THIS DAY EXECUTED ONE HUNDRED AND SIXTEEN (116) JOINT PROMISSORY NOTES, PAYABLE AS FOLLOWS: 115 NOTES OF ($25.80) TWENTY FIVE AND 80/100 EACH, PAYABLE MONTHLY, THE FIRST ONE OF WHICH FALLS DUE AUGUST 9, 1937 AND ONE ON THE 9TH DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID. ($20.00) BEING PRINCIPAL AND $5.80 INTEREST, AVERAGED AND ADDED IN THE FACE OF EACH NOTE. NONE OF THE MONTHLY PAYMENT NOTES BEAR INTEREST, EXCEPT FROM MATURITY, AT THE RATE OF 6%. SAID EGBERT SCHMITTOU AND WIFE, JANIE A.SCHMITTOU HAVE THIS DAY EXECUTED ONE NOTE IN THE SUM OF TWO THOUSAND AND 00/100 ($2000.00) DOLLARS PAYABLE MARCH 9, 1947 BEARING 6% INTEREST FROM DATE, INTEREST PAYABLE MONTHLY. THIS $2000.00 IS FIRST OR PRIOR LIEN TO ALL THE OTHER NOTES. ALL OF ABOVE NOTES PAYABLE TO THE ORDER OF ALLEN DOBSON.

ALL OF SAID NOTES PROVIDING FOR PAYMENT OF ATTORNEY FEES, AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST, AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED,

WE, ALLEN DOBSON AND WIFE, MARTHA BALLARD DOBSON, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID EGBERT SCHMITTOU AND WIFE, JANIE A.SCHMITTOU, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING THE EASTERLY PART OF LOT 38 ON THE MAP OF B.F.COCKRILL'S FARM, AS OF RECORD IN BOOK 161, PAGE 134 AND 135, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTER OF ROBERTSON AVENUE, AT A POINT 20 FEET WEST OF THE SOUTHEAST CORNER OF LOT NUMBER 38; THENCE WITH THE CENTER OF SAID AVENUE N. 73¾ DEGREES WEST 462.4 FEET TO A STAKE; THENCE NORTH 85 DEGREES W. 58.6 FEET TO A STAKE AT THE S.E.CORNER OF THE PROPERTY CONVEYED TO W.A.COWELL, ET AL., BY DEED FROM C.C.VERNON AND WIFE, OF RECORD IN BOOK 349, PAGE 325, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE WITH SAID COWELL'S EASTERLY LINE N. 5DEGREES W. 1116 FEET, MORE OR LESS TO THE CENTER OF RICHLAND CREEK THENCE UP SAID CREEK WITH THE MEANDERINGS THEREOF IN A SOUTHEASTERLY DIRECTION TO A POINT OPPOSITE THE WESTERLY MARGIN OF A 40 FOOT UNNAMED STREET BETWEEN LOTS HUMBERS 38 AND 39; THENCE N. 5 DEGREES W. TO THE WESTERLY MARGIN OF SAID UNNAMED STREET CONTINUING IN THE SAME DIRECTION AND WITH THE WESTERLY MARGIN OF SAID STREET IN ALL 1016 FEET MORE OR LESS, TO THE BEGINNING, CONTAINING 11.476 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO ALLEN DOBSON BY DEED FROM D.P.WRENNE, JR., TRUSTEE, OF RECORD IN BOOK 1003, PAGE 226, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

I declare that I am the [illegible] of the debt secured by the instrument within recorded, and hereby [illegible] thereof and discharge of the lien to secure the same in full. This 10 day of Feb .1947.

Attest: J.P.Wilson DEPUTY REGISTER

Dobson Bainbridge Realty Co.
By W.L.Bainbridge
Secy & Treas.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said EGBERT SCHMITTOU AND WIFE, JANIE A.SCHMITTOU, 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 EGBERT SCHMITTOU AND WIFE, JANIE A.SCHMITTOU, 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 EGBERT SCHMITTOU AND WIFE, JANIE A.SCHMITTOU,

do hereby transfer and convey unto W.L.BAINBRIDGE, SR. , 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.