WE , the said H.T. KESTERSON AND WIFE MRS. ENOLA KESTERSON , 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 $ 1,100.00 AGAINST LOSS BY FIRE AND WINDSTORM 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. SUCH POLICY OR POLICIES TO BE IN COMPANY OR COMPANIES SELECTED BY THE TRUSTEE

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 H.T. KESTERSON AND WIFE MRS. ENOLA KESTERSON , 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. BUILDING ON THE PUBLIC SQUARE IN NASHVILLE

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 H.T.KESTERSON AND WIFE MRS ENOLA KESTERSON 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 H.FRANK TAYLOR 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 MARTHA TILLMAN NORVELL

and H.T.KESTERSON AND WIFE MRS.ENOLA KESTERSON

at NASHVILLE, , Tennessee, this the 23, day of AUGUST , 1937 , hereunto set our hands .

MARTHA TILLMAN NORVELL,
H.T.KESTERSON
ENOLA KESTERSON

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E.T. HOLLINS , a Notary Public in and for said County and State, the within named H.T.KESTERSON AND WIFE ENOLA KESTERSON, the bargainor S, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

And ENOLA KESTERSON
H.T.KESTERSON ,WIFE of the said having appeared before me privately and apart from HER husband , the said H.T. KESTERSON , 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 23RD day of AUGUST , 1937

My commission expires OCTOBER 8TH, 1940

(Seal) E.T. HOLLINS
Notary Public.

STATE OF TENNESSEE
DAVIDSON COUNTY

PERSONALLY APPEARED BEFORE ME E. T. HOLLINS A NOTARY PUBLLC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED MARTHA TILLMAN NORVELL, THE BARGAINOR WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT SHE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE TENNESSEE THIS 23RD DAY OF AUGUST, 1937
(SEAL)
E.T. HOLLINS

MY COMMISSION EXPIRES OCTOBER 8TH, 1940
U.S.R.S $ 1.50
RECEIVED AUGUST 25TH, 1937 AT 9;25 A.M.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SIXTY-TWO HUNDRED FIFTY & NO/100THS DOLLARS

of which FIFTEEN HUNDRED FIFTY-FIVE AND NO/100THS DOLLARS has been paid in cash by JOHN C. RANDOLPH & WIFE, MARGARET D. RANDOLPH, the receipt of which is hereby acknowledged, and for the remainder

the said FORTY-SIX HUNDRED NINETY-FIVE AND NO/100THS DOLLARS JOHN C. RANDOLPH & WIFE, MARGARET D. RANDOLPH, HAVE EXECUTED THEIR LIEN PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF C.B. KELLEY, DUE IN THIRTY DAYS, AND BEARING INTEREST AFTER MATURITY; SAID NOTE 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, I.C.B. KELLEY, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID JOHN C. RANDOLPH & WIFE, MARGARET D. RANDOLPH THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING LOT NO.37 ON THE PLAN OF GREEN HILLS SUBDIVISION, AS OF RECORD IN BOOK 547 PAGE 128, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.37 FRONTS 75 FEET ON THE NORTHERLY SIDE OF OBSERVATORY DRIVE AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO A DEAD LINE.

BEING PART OF THE PROPERTY CONVEYED TO C.B. KELLEY BY DEED FROM W.B. SOUTHGATE OF RECORD IN BOOK 971, PAGE 698, ~~PAGE 698~~ SAID REGISTER'S OFFICE.

SAID PROPERTY IS CONVEYED SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN DEED FROM AMERICAN TRUST COMPANY, TRUSTEE, TO W.B. SOUTHGATE OF RECORD IN BOOK 700 PAGE 659, R.O.D.C., TENN., TO WHICH REFERENCE IS HEREBY MADE.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 30 day of AUG 1937
Attest: C.B. Kelley
COUNTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN C. RANDOLPH & WIFE, MARGARET D. RANDOLPH, 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.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN C. RANDOLPH & WIFE MARGARET D.RANDOLPH 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 JOHN C. RANDOLPH & WIFE, MARGARET D. RANDOLPH do hereby transfer and convey unto HENRY GOODPASTURE , 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.