WE , the said JAMES H. WATSON AND WIFE, MILDRED A. WATSON , 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 $ 3000.00 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 JAMES H. WATSON AND WIFE, MILDRED A. WATSON, , 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, IF 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 JAMES H. WATSON AND WIFE, 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 MAX BENZ, 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 GEORGE WILLIAM LACKEY, OF FAIRVIEW, KY.

and JAMES H. WATSON AND WIFE, MILDRED A. WATSON, , hereunto set our hands
at NASHVILLE, , Tennessee, this the 15TH day of FEB., , 193 8.

GEORGE WILLIAM LACKEY

JAMES H. WATSON

MILDRED A. WATSON

~~ACKNOWLEDGMENT BEFORE NOTARY PUBLIC~~

STATE OF ~~TENNESSEE,~~ KENTUCKY CHRISTIAN COUNTY.

Personally appeared before me, A. E. BROWN , a Notary Public in and for said County and State, the within named GEORGE WILLIAM LACKEY, AN UNMARRIED MAN

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

And X , of the said X

having appeared before me privately and apart from husband X , the said X , acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without X compulsion or constraint from said husband , and for the purposes therein expressed. FAIRVIEW, KY.

Witness my hand and official seal at ~~Nashville, Tennessee~~, this 21 day of FEBRUARY, , 193 8

My commission expires JUNE 5TH, 1939.

(Seal) A. E. BROWN
Notary Public.

~~ACKNOWLEDGMENT BEFORE NOTARY PUBLIC~~

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E. R. DOOLITTLE , a Notary Public in and for said County and State, the within named JAMES H. WATSON AND WIFE, MILDRED A. WATSON,

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

And X , of the said X

having appeared before me privately and apart from X husband , the said X , 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. X

Witness my hand and official seal at Nashville, Tennessee, this 23RD day of FEBRUARY, , 193 8.

My commission expires JULY 21-1940.

(Seal) E. R. DOOLITTLE,
Notary Public.

U.S.R.S. $1.00,
RECEIVED FEB. 24, 1938, AT 1:10 P.M.
FH

NUMBER 101729 RECORDED FEB. 26, 1938, ALLEN DOBSON, ET UX TO HATTIE E. BALL.

BINN MARSHALL & BURGE CO., NASHVILLE

INSTALLMENT DEED

V. J.A.F. 1041

FOR AND IN CONSIDERATION of the sum of ($3084.00) THREE THOUSAND AND EIGHTY FOUR AND 00/100 DOLLARS

of which THREE HUNDRED, FIFTY AND 00/100 ($350.00) DOLLARS has been paid in cash by HATTIE E. BALL, , the receipt of which is hereby acknowledged, and for the remainder TWENTY SEVEN HUNDRED, THIRTY FOUR AND 00/100 ($2734.00) DOLLARS ~~DOLLARS~~

the said HATTIE E. BALL

HAS THIS DAY EXECUTED THE FOLLOWING NOTES: SIXTY ONE NOTES OF $23.14 EACH, AND ONE NOTE FOR $17.14 (INTEREST AVERAGED AND ADDED IN THE FACE OF EACH NOTE, THE PRINCIPAL OF THE FIRST 60 NOTES BEING $20.00 EACH AND ONE NOTE FOR $14.00 - THE INTEREST BEING $3.14) SAID NOTES DUE MONTHLY, THE FIRST ONE OF WHICH FALLS DUE MARCH 1--1938 AND ONE ON THE 1ST-DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID. SAID NOTES BEAR INTEREST FROM MATURITY AT 6%. SAID HATTIE E. BALL EXECUTES ONE NOTE FOR FIFTEEN HUNDRED AND 00/100 ($1500.00) DOLLARS, PAYABLE MONTHLY. THIS $1500.00 IS FIRST OR PRIOR LIEN TO ALL THE OTHER NOTES. ALL OF SAID NOTES PAYABLE TO THE ORDER OF ALLEN DOBSON.

Due 1st 1943 bearing 6% interest from date interest payable

I declare that I am the true and lawful holder of the claim secured by the within instrument; that the consideration therein mentioned is bona fide and not usurious; that I have not entered into any agreement to usury; that this conveyance is made for the purpose of enforcing the payment of the debt mentioned in the within instrument, and not for the purpose of hindering, delaying or defrauding any creditor of the undersigned. This 26th day of Feb. 1938. Allen Dobson

Subscribed and sworn to before me this the 26th day of Feb. 1938. Geo. Boardman Clerk

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, ALLEN DOBSON AND WIFE MARTHA BALLARD DOBSON

have this day bargained and sold, and do hereby transfer and convey, unto the said HATTIE E. BALL, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY HALF OF LOT NUMBER 8 ON THE MAP OF R. E. CONNELL'S SUBDIVISION OF THE NORTHEAST PART OF LOT NUMBER 23, SARAH A. GORDON SUBDIVISION, AS OF RECORD IN BOOK 421, PAGE 24, OF THE REGISTER'S OFFICE FOR DAVIDSON - SAID PART OF LOT NUMBER 8 FRONTS FIFTY (50) FEET ON THE SOUTHERLY SIDE OF BLAIR BOULEVARD, AND RUNS BACK BETWEEN PARALLEL LINES 105½ FEET TO A DEAD LINE. BEING THE SAME PROPERTY CONVEYED TO ALLEN DOBSON BY DEED FROM G. HENRY TYNE, TRUSTEE OF RECORD IN BOOK 1049, PAGE 127 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TAXES FOR THE YEAR 1938 PRORATED AS OF DATE OF DEED AND ASSUMED BY PURCHASER.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HATTIE E. BALL, HER 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 HATTIE E. BALL, HER 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 ME in hand paid I , the said HATTIE E. BALL (A WIDOW)

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.