WE, , the said BAILEY M.MCCLANAHAN AND WIFE JEWEL MCCLANAHAN , 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 $ 1,500.00 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 BAILEY M. MCCLANAHAN & JEWEL MCCLANAHAN , 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 BAILEY M.MCCLANAHAN & WIFE JEWEL MCCLANAHAN 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 M.M.MILLER, 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 H.N.ARNSTEIN AND BAILEY M. MCCLANAHAN AND WIFE JEWEL MCCLANAHAN

and at NASHVILLE, Tennessee, this the 1 day of OCT. , hereunto set our hands , 193 .

H. N. ARNSTEIN, (RECEIVER

H. N. ARNSTEIN

BAILEY M. MCCLANAHAN

JEWELL MCCLANAHAN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, D. R. MYERS , a Notary Public in and for said County and State, the within named H. N. ARNSTEIN, BAILEY M. MCCLANAHAN AND WIFE, JEWEL MCCLANAHAN,

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 X , of the said

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

Witness my hand and official seal at Nashville, Tennessee, this 10 day of NOVEMBER, , 193 7 .

My commission expires APRIL 26, 1941

(Seal) D. R. MYERS
Notary Public.

U.S.R.S. $2.00.

RECEIVED DEC. 3, 1937, AT 11:55 A.M.

INSTALLMENT DEED

1055

FOR AND IN CONSIDERATION of the sum of TWENTY EIGHT HUNDRED ($2800.00) DOLLARS of which FIVE HUNDRED (500) DOLLARS has been paid in cash by H.L. RANDALL AND WIFE THENEY RANDALL , the receipt of which is hereby acknowledged, and for the remainder TWENTY THREE HUNDRED (2300.00) DOLLARS the said H.L RANDALL AND WIFE THENEY RANDALL HAS EXECUTED ONE HUNDRED AND TWENTY FOUR (124) MONTHLY NOTES WITHOUT INTEREST UNTIL AFTER MATURITY TWENTY FIVE ($25.00) DOLLARS EACH FIRST OF SAID NOTES TO BE DUE ON OR BEFORE DECEMBER 1, 1937 AND EACH MONTH THEREAFTER UNTIL ALL NOTES ARE PAID, THE INTEREST ON THE DEFERRED PAYMENT TWENTY THREE HUNDRED ($2300.00) DOLLARS HAS BEEN COMPUTED AND PLACED IN FACE OF NOTES, HENCE NO INTEREST UNTIL AFTER ; ALSO THE REASON FOR MULTIPLICITY OF NOTES. IT IS ALSO AGREED BETWEEN ALL PARTIES HERETO THAT IF ANY PART OR THE WHOLE OF THE ABOVE SERIES OF NOTES ARE PAID BEFORE MATURITY, THE COMPUTED INTEREST THAT HAS BEEN PLACED IN SAID DEFERRED PAYMENTS SHALL BE DEDUCTED FROM SUCH PAYMENT OR PAYMENTS THERE IS A FAMILY GRAVEYARD ON THIS PROPERTY AND IT IS AGREED BY ALL PARTIES HERETO THAT IT SHALL REMAIN IN TACT BE USED AS SUCH HAVE INGRESSION AND EGRESSION AT ANY TIME, ALL OF SAID NOTES BEARING SIX PER CENT INTEREST AFTER MATURITY AND PROVIDING FOR PAYMENT OF ATTORNEY FEES, AND TO SECURE THEPAYMENT OF SAID NOTES PRINCIPAL AND INTEREST AND ATTORNEY FEES A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED WE. F.M. HOWINGTON (WIDOWER) AND JAMES F. HOWINGTON AND KATHERINE HOWINGTON JONES, HAVE THIS DAY BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID J.L. RANDALL AND WIFE THENEY RANDALL HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY TENNESSEE, AS FOLLOWS:

A TRACT OF LAND IN THE 13TH FORMERLY THE 25TH CIVIL DISTRICT OF DAVIDSON COUNTY TENNESSEE BEING LOTS NOS. 3 & 4, AND A SMALL PART OF LOT NO. 2 ON THE PLAT OF J.W. HOWINGTON'S HOME TRACT AND DESCRIBED AS FOLLOWS: BEGINNING AT A PIN OAK IN THE CENTER OF BACK CREEK ROAD; AND RUNNING THENCE WITH THE CENTER OF SAID BACK CREEK ROAD, NORTH 57½° EAST 107 POLES NORTH 24° EAST 8 POLES TO A BEECH FORMERLY HYDE'S CORNER AND EASTERLY 6 POLES TO A POINT IN SAID ROAD, THENCE LEAVING SAID ROAD, AND WITH THE BOUNDARY LINE OF A TRACT OF LAND CONVEYED TO MRS. EDNA WARREN & C., BY DEED FROM J.W. HOWINGTON . OF RECORD IN BOOK NO.86 PAGES 604, ETC., REGISTER'S OFFICE FOR SAID COUNTY NORTH 24½° WEST 68 POLES TO THE TOP OF A RIDGE THENCE WITH THE TOP OF THE RIDGE NORTH 42½° EAST 17½ POLES NORTH 55° EAST 22 POLES NORTH 43½° EAST 4½° WEST 20 POLES NORTH 24° WEST 12 POLES, NORTH 76° WEST 14 POLES, NORTH 41° WEST 25 POLES NORTH 16° EAST 12 POLES, NORTH 18° WEST 16 POLES, NORTH 33° WEST 14 POLES, NORTH 10° WEST 35 POLES NORTH 28° WEST 49 POLES, NORTH 41° WEST 20 POLES, NORTH 46½° WEST 12 POLES NORTH 58° WEST 16 POLES, SOUTH 88° WEST 14 POLES SOUTH 67½° WEST 12 POLES, TO A CHESTNUT SPROUT, THE CORNER OF LOTS NOS. 3,4,& 5, ON SAID PLAT AND NORTH 65½° WEST 30½ POLES TO A GUM, THE CORNER OF SAID LOTS NOS. 2,4 & 5, THENCE WITH THE EASTERLY BOUNDARY LINE OF A TRACT OF LAND CONVEYED TO BENTON M. TOLLIVER, BY DEED FROM B.W. HOWINGTON ET AL OF RECORD IN BOOK 1031 PAGE 41, SAID REGISTER'S OFFICE SOUTH 35½° WEST 12 POLES SOUTH 41° WEST 30 POLES SOUTH 2½° WEST 18 POLES SOUTH 32½° WEST 25 POLES SOUTH 6° EAST 13 POLES, SOUTH 27½° EAST 21 POLES SOUTH 35° WEST 24 POLES SOUTH 5° EAST 28 POLES SOUTH 4° WEST 144 PODES TO AN ELM & WALNUT THE SOUTHWEST CORNER OF SAID LOT NO. 4 IN ALL 34 POLES TO A STAKE, SOUTH 20° EAST, PASSING THROUGH A SPRING 20 POLES TO THE CORNER THAT LIES SOUTH 25° WEST 11 POLES, FROM THE BEECH STUMP CORNER IN THE SOUTHEN LINE OF SAID LOT NO. 4, THENCE CONTINUING WITH SAID EASTERN BOUNDARY LINE, SOUTH 6½° WEST 12 POLES SOUTH 17° EAST 12 POLES, SOUTH 32° WEST 13.6 POLES SOUTH 15° EAST 18 POLES SOUTH 37° EAST 11 POLES , SOUTH 19° EAST 18 POLES TO A BEECH SOUTH 32½° EAST 46/88 POLES. SOUTH 25° EAST 28 POLES TO AN ELM SOUTH 11° WEST 31.44 POLES TO A LOCUST AND ASH AT A SPRING, THENCE DOWN THE BRANCH AND WITH THE NORTHEASTERN BOUNDARY LINE OF SAID TRACT OF LAND SOUTH 45° EAST 52 POLES TO A POINT IN SAID BRANCH AND THENCE SOUTH 44½° EAST 5 POLES TO THE BEGINNING CONTAINING 336 ACRES MORE OR LESS.

BEING ONE OF THE TRACTS OF LAND CONVEYED TO FRANCIS HOWINGTON & C., BY DEED FROM J.W. HOWINGTON OF RECORD IN BOOK NO. 86, PAGES 610 AND 611 SAID REGISTER'S OFFICE.

X East 20 poles north 5° East 14 poles north 23° west 14 poles north

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said H.L. RANDALL AND WIFE THENEY RANDALL 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 H.L.RANDALL AND WIFE THENEY 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 H.L. RANDALL AND WIFE THENEY RANDALL do hereby transfer and convey unto LOUSSE. HOWINGTON , 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.

I hereby certify 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 14 day of 1938

Attest: D. R. Myers COUNTY REGISTER