WE , the said ERNEST AND SALLIE HAMILTON , 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 $ 1000.00 FIRE & $1000.00 T. 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 ERNEST AND SALLIE HAMILTON , 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 ERNEST AND SALLIE HAMILTON 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 E.W. STONE 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 MRS. SARAH TILLIE

and ERNEST HAMILTON AND WIFE, SALLIE HAMILTON

at NASHVILLE , Tennessee, this the 7TH day of SEPT , hereunto set our hands , 193 3 .

SARAH F. TILLEY

ERNEST HAMILTON

MRS. SALLIE HAMILTON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E.D. MATTHEWS , a Notary Public in and for said County and State, the within named MRS. SARAH TILLIE AND ERNEST HAMILTON AND WIFE, SALLIE HAMILTON

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

And SALLIE HAMILTON
ERNEST HAMILTON , WIFE of the said

having appeared before me privately and apart from HER husband , the said SALLIE HAMILTON , 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 7TH day of SEPT , 193 3 .

My commission expires JAN 25TH, 1936

U.S.R.S. $1.50

(Seal) E.D. MATTHEWS
Notary Public.

REC'D JAN 25,1938 AT 10:36 A.M.

V. J.A.E.

INSTALLMENT DEED

1055

FOR AND IN CONSIDERATION of the sum of EIGHT HUNDRED ($800.00) DOLLARS

of which ONE HUNDRED ($100.00) DOLLARS has been paid in cash by WILLIAM H.ADAMS, WILLIAM TERRY AND H.MACK ALLEN, TRS the receipt of which is hereby acknowledged, and for the remainder

the said DOLLARS

OF PROGRESSIVE BAPTIST CHURCH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER SEVEN HUNDRED ($700.00) DOLLARS, THE SAID TRUSTEES OF PROGRESSIVE BAPTIST CHURCH HAVE EXECUTED THEIR THIRTY-FIVE (35) PROMISSORY LIEN NOTES IN THE PRINCIPAL SUM OF TWENTY ($20.00) DOLLARS EACH, BUT THE INTEREST ON SAID NOTES AT THE RATE OF 6 PER CENT PER ANNUM HAS BEEN CALCULATED AND ADDED INTO THE FACE OF EACH NOTE AS IT MATURES, MAKING THE FIRST NOTE IN THE SUM OF $23.50, THE SECOND NOTE IN THE SUM OF $23.40 AND EACH SUCCEEDING NOTE DECREASING TEN CENTS, MAKING THE LAST, OR THIRTY-FIFTH, NOTE FOR THE SUM OF $20.10. ALL OF SAID NOTES BEAR DATE OF JANUARY 14, 1937, AND ARE PAYABLE TO THE ORDER OF WILLIAM MEEKS, THE FIRST OF SAID NOTES BEING DUE AND PAYABLE ON FEBRUARY 14,1937, AND THE OTHERS ON THE 14TH DAY OF EACH MONTH CONSECUTIVELY THEREAFTER, ALL OF SAID NOTES BEARING SIX PERCENT INTEREST FROM MATURITY, AND 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, WILLIAM MEEKS AND WIFE MAI MEEKS, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID WILLIAM H. ADAMS, WILLIAM TERRY AND H. MACK ALLEN, TRUSTEES OF PROGRESSIVE BAPTIST CHURCH, THEIR SUCCESSORS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING THE NORTHERLY ONE-HALF OF LOT NO. FIFTEEN (15) ON THE PLAN OF WELCKER'S ADDITION TO NASHVILLE , AS OF RECORD IN BOOK NO. 21, PAGE 97, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. SAID PART OF LOT NO. FIFTEEN (15) FRONTS FIFTY (50) FEET ON THE WESTERLY SIDE OF TWELFTH AVENUE, SOUTH, FORMERLY KAYNE AVENUE, AS WIDENED, AND RUNS BACK 199 FEET, MORE OR LESS, ON THE NORTHERLY LINE AND 200 FEET ON THE SOUTHERLY LINE, TO AN ALLEY, MEASURING 50 FEET THEREON.

THIS IS THE SAME PROPERTY WHICH WAS CONVEYED TO WILLIAM MEEKS BY WARRANTY DEED FROM IRVIN THOMPSON, AN UNMARRIED MAN, SAID DEED BEARING DATE OF APRIL 16, 1936 AND OF RECORD IN BOOK NO. 996, PAGE 387, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

PURCHASERS ASSUME CITY AND STATE AND COUNTY TAXES ON THE ABOVE DESCRIBED PROPERTY FOR THE YEAR 1937.

I declare that I am the true and lawful holder of the claim secured by this instrument within recorded, and hereby acknowledge the satisfaction thereof and release the same in full. This 27th day of Jan. 1938 Witness Meeks

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WILLIAM H.ADAMS, WILLIAM TERRY AND H. MACK ALLEN, TRUSTEES OF PROGRESSIVE BAPTIST CHURCH, THEIR SUCCESSORS 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 WILLIAM H.ADAMS, WILLIAM TERRY AND H.MACK ALLEN, TRUSTEES OF PROGRESSIVE CHURCH THEIR SUCCESSORS 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 WILLIAM H.ADAMS, WILLIAM TERRY AND H.MACK ALLEN, TRUSTEES OF PROGRESSIVE BAPTIST CHURCH, do hereby transfer and convey unto DR. H.L. MEADORS , 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.