I , the said Mrs. Alice P. Shotwell , 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 $ insurable value both fire and tornado 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.

I 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 I 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 I , the said Mrs. Alice P. Shotwell , 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 I 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 I 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.

I 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. I 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 Mrs. Alice P. Shotwell 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 W.H. Haynes 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 Third National Bank in Nashville, Extr. u/w of C.C. Phillips, has caused this instrument to be executed by its duly authorized officers and its corporate seal and seal attached and the said Mrs. Alice P. Shotwell at Nashville , Tennessee, this the 31st day of Jan. , hereunto set our hands , 1938 .

(SEAL) THIRD NATIONAL BANK IN NASHVILLE, EXTR. UNDER THE WILL OF C.C. PHILLIPS

ATTEST:

W.J. DIEHL BY: E.J. WALSH, Vice President

Cashier ALICE P. SHOTWELL

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, F.R.Pegram , a Notary Public in and for said County and State, the within named Alice P. Shotwell

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

~~And xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx of the said having appeared before me privately and apart from husband , the said 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 17th day of February , 1938 .

My commission expires April 7th, 1940.

(Seal) F.R. Pegram Notary Public.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Thomas Evans, a Notary Public within and for the County and State aforesaid, duly commissioned and qualified, personally appeared E.J. Walsh and W.J. Diehl with whom I am personally acquainted, and who upon their several oaths acknowledged themselves to be respectively the Vice President and Cashier of THIRD NATIONAL BANK IN NASHVILLE, the within named bargainor, a Corporation; and that they as such Vice President and Cashier being authorized so to do, executed the foregoing instrument for the purposes therein contained, by the said E.J.Walsh subscribing thereto the name of the Corporation by himself as Vice President and the said W.J. Diehl affixing thereon the corporate seal.

Witness my hand and official seal, at office, this the 31st day of January, 1938.

My Commission Expires Oct.5,1941. (SEAL THOMAS EVANS, Notary Public.

U.S.R.S. 50¢ RECEIVED FOR RECORD ON Feb.21,1938 at 10:00 A.M.

V. J.A.E.

INSTALLMENT DEED

1055

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND EIGHT HUNDRED TWENTY FIVE & NO/100 DOLLARS of which TWO HUNDRED TWENTY-FIVE & 00/100 DOLLARS has been paid in cash by C. VANCE HICKERSON AND WIFE, RUBY HICKERSON , the receipt of which is hereby acknowledged, and for the remainder SIXTEEN HUNDRED AND 00/100 DOLLARS the said C.VANCE HICKERSON AND WIFE, RUBY HICKERSON HAVE EXECUTED THEIR THIRTY-TWO JOINT PROMISSORY NOTES, BEARING EVEN DATE HEREWITH, FOR THE PRINCIPAL SUM OF $50.00 EACH, PAYABLE TO THE ORDER OF D.C. BUELL, BUT THE INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE MAKING THE FIRST NOTE FOR $58.00 AND EACH NOTE THEREAFTER IS FOR AN AMOUNT 25¢ LESS THAN THE PRECEDING NOTE, MAKING THE LAST NOTE $50.25, DUE MONTHLY BEGINNING MARCH 27,1938, ALL OF SAID NOTES BEARING SIX PER CENT INTEREST FROM DATE OF 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, AIRDRIE LAND COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID C. VANCE HICKERSON AND WIFE, RUBY HICKERSON, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN THE 6TH FORMERLY 9TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS;

BEING A PART OF LOT NO.10 ON THE PLAN OF THE HOME PLACE OF HINCHEY PETWAY, SR., DECEASED, AS OF RECORD IN MINUTE BOOK 1, PAGE 442, CHANCERY COURT AT NASHVILLE, DESCRIBED ACCORDING TO A SURVEY MADE BY W.B. SOUTHGATE, SURVEYOR, JULY 16, 1932, AS FOLLOWS:

BEGINNING AT A POINT, THE SOUTHWEST CORNER OF A 14.28 ACRES TRACT CONVEYED TO ALFRED I. ROEHM BY DEED FROM AIRDRIE LAND COMPANY OF RECORD IN BOOK 909 PAGE 48, REGISTER'S OFFICE FOR SAID COUNTY, AND THE NORTHEAST CORNER OF LOT NO. 86, ON THE PLAN OF AIRDRIE LAND COMPANY'S SUBDIVISION "C" AS OF RECORD IN BOOK 547, PAGE 160 SAID REGISTER'S OFFICE; THENCE NORTH 2° 30' EAST 845 FEET TO A POINT, THE NORTHWEST CORNER OF THE ALFRED I. ROEHM 14.28 ACRES TRACT; THENCE NORTH 87½° WEST 260 FEET TO A POINT, THE NORTHEAST CORNER OF A 21½ ACRE TRACT CONVEYED TO BEN F. TANKSLEY BY DEED FROM THOMAS S. WEAVER, CLERK AND MASTER, OF RECORD IN BOOK 518, PAGE 174 SAID REGISTER'S OFFICE; THENCE WITH TANKSLEY'S EAST LINE SOUTHWARDLY 864 FEET TO A POINT IN THE NORTH MARGIN OF MORTON AVENUE AS SHOWN ON THE PLAN OF THE SUBDIVISION OF THE AIRDRIE LAND COMPANY'S SUBDIVISION "C" AS OF RECORD IN BOOK 547, PAGE 160 OF THE REGISTER'S OFFICE FOR SAID COUNTY; THENCE EASTWARDLY WITH THE NORTHERLY MARGIN OF MORTON AVENUE AND THE NORTH LINE OF LOTS NOS.89,88,87 AND 86 ON THE PLAN OF AIRDRIE LAND COMPANY'S SUBDIVISION "C" AS OF RECORD IN BOOK 547, PAGE 160 SAID REGISTER'S OFFICE, 260 FEET TO THE POINT OF BEGINNING, CONTAINING 5 ACRES, MORE OR LESS.

BEING PART OF THE PROPERTY CONVEYED TO AIRDRIE LAND COMPANY BY DEED FROM MRS. ROCHIE B. BUELL OF RECORD IN BOOK 611, PAGE 338, SAID REGISTER'S OFFICE.

THE PURCHASERS HEREIN ASSUME TAXES FOR THE YEAR 1938.

THE ABOVE DESCRIBED PROPERTY SHALL NEVER BE SOLD, ALIENATED, CONVEYED OR DEVISED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT, AND NO PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT SHALL OWN OR ACQUIRE TITLE THERETO EITHER IN FEE OR OTHERWISE, OR AS TENANTS OR LESSEES, BUT THIS COVENANT DOES NOT PRECLUDE OR PROHIBIT PERSONS OF AFRICAN BLOOD OR DESCENT FROM LIVING ON SAID PREMISES IN THE CAPACITY OF SERVANTS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said C.VANCE HICKERSON AND WIFE, RUBY HICKERSON, THEIR heirs and assigns, forever, THE SAID AIRDRIE LAND COMPANY covenant that IT IS lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

THE AIRDRIE LAND COMPANY further covenant and bind S ITSELF, ITS SUCCESSORS heirs and representatives, to warrant and forever defend the title to said real estate to said C.VANCE HICKERSON AND WIFE, RUBY HICKERSON, 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 C.VANCE HICKERSON AND WIFE, RUBY HICKERSON do hereby transfer and convey unto WILLIAM O. LEE , 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 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 5 day of [illegible] 1938

Attest: [illegible] Deputy Register