WE , the said E .P. LEE AND WIFE, ELLA LEE , 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 $ 3,000.00 AND $750.00 TORNADO INSURANCE 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 E.P. LEE AND WIFE, ELLA LEE , 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.

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 E.P. LEE AND WIFE, ELLA LEE,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.W. LUTON 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 JOHN L. SHREEVE AND WIFE, BERNICE SHREEVE

and E.P. LEE AND WIFE, ELLA LEE

at NASHVILLE , Tennessee, this the 15TH day of MARCH , hereunto set our hands , 193 8.1

JOHN L. SHREEVE
BERNICE SHREEVE
E.P. LEE & WIFE
ELLA LEE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, F.E. BOWERS , a Notary Public in and for said County and State, the within named JOHN L. SHREEVE AND WIFE, BERNICE SHREEVE AND E.P. LEE AND WIFE, ELLA LEE

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

And -- , 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 18TH day of MCH , 193 8.

My commission expires JAN 16 1940

U.S.R.S. $3.00

REC'D MCH 21,1938 AT 2:58 P.M,

(Seal) F.E. BOWERS
Notary Public.

INSTALLMENT DEED

1055

FOR AND IN CONSIDERATION of the sum of TWENTY SEVEN HUNDRED FIFTY AND NO/100 / ($2750.00) DOLLARS

of which THREE HUNDRED AND 93/100 ($300.93) DOLLARS has been paid in cash by JAMES S. ALLAN AND WIFE, ESTHER D. ALLAN, the receipt of which is hereby acknowledged, and for the remainder TWENTY FOUR HUNDRED FORTY NINE AND 07/100 ($2449.07) DOLLARS

the said JAMES S. ALLEN AND WIFE, ESTHER D. ALLEN HAVE ASSUMED AND AGREE TO PAY THE BALANCE OF AN INDEBTEDNESS OF $1359.07 DUE FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE,SAID INDEBTEDNESS IS SECURED AND FULLY DESCRIBED IN A TRUST DEED TO LOUIS R. LINX,TRUSTEE FROM MRS. NORA E. HENDERSON, RECORDED IN BOOK 1ST, 1938, AND FOR THE REMAINDER $1090.00 THE SAID JAMES S.ALLAN AND WIFE, ESTHER D. ALLEN HAVE EXECUTED AND DELIVERED A SERIES OF 86 MONTHSLY PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF NORA E. HENDERSON. THE FIRST OF SAID NOTES IS IN THE SUM OF $13.45 THE NEXT FIVE NOTES REDUCE 4 CENTS EACH MONTH,THE SEVENTH NOTE IS FOR $18.21 AND EACH CONSECUTIVE NOTE WHEREAFTER IS FOR SIX AND SEVEN CENTS, ALTERNATING, LESS THAN THE PRECEDING NOTE EXCEPT THE LAST NOTE OR86TH NOTE IS FOR $15.08 THE PRINCIPAL OF THE FIRST SIX NOTES IS FOR $8.00 AND THE PRINCIPAL OF THE REMAINING NOTES ARE FOR $13.00 EXCEPT THE LAST NOTE, THE PRINCIPAL OF THE LAST NOTE BEING $15.00. INTEREST HAVING BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE. ALL OF SAID NOTES BEARING SIX PER CENTINTEREST 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, NORA E. HENDERSON, A WIDOW HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID JAMES S. ALLEN AND WIFE, ESTHER D. ALLEN,THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY TENNESSE,AS FOLLOWS:

BEING LOTS NOS.78-79 AND 80 IN THE BRANSFORD REALTY COMPANY'S SURDIVISION OF MAXEY AVENUE AND GALLATIN ROAD PROPERTY, A PLAN OF WHICH IS OF RECORD IN BOOK 332 PAGE 44 REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOTS NOS.78,79 AND 80 FRONT TOGETHER 150 FEET ON THE WEST SIDE OF BRIGHTON AVENUE AND RUN BACK WESTWERLY BETWEEN PARALLEL LINES 185 FEET, MORE OR LESS TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO NORA E. HENDERSON BY DEED FROM LAURA M. HAMBERS AND HUSBAND, OF RECORD IN BOOK 1005,PAGE 222,SAID REGISTER'S OFFICE.

X 1002 Page 283 ROD C Tennessee interest on said indebtedness is paid to April

I declare that I am the true and lawful holder of the claim secured by the instrument within and hereby did hereby authorize the sale of the land described therein and the said land described in the said instrument is the property of the undersigned.

Witness my hand this 22 day of March 1938

Attest: J. L. Shreeve
DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES S. ALLAN AND WIFE, ESTHER D, ALLAN,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.

EXCEPT TAXES FOR 1938 WHICH GRANTEES HEREB ASSUME AND AS ABOVE STATED.

WEX I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said JAMES S. ALLAN AND WIFE, ESTHER D. ALLAN,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 WE US in hand paid WE , the said JAMES S. ALLAN AND WIFE,ESTHER D. ALLAN do hereby transfer and convey unto A.J. LINX , 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.