I , the said JAMES E. MCEWEN, JR , 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 $ 2500.00 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.

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 JAMES E. MCEWEN, JR , 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, OR 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 JAMES E. MCEWEN, JR. ,HIS 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 ELKIN GARFINKLE 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 J.B.THOMAS AND MAX LEVINE

and JAMES E. MCEWEN, JR

at NASHVILLE , Tennessee, this the 29TH day of MCH , hereunto set our hands , 193 8 .

J.B. THOMAS

MAX LEVINE

JAMES E. MCEWEN JR

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E. LEHNING , a Notary Public in and for said County and State, the within named J.B. THOMAS AND MAX LEVINE AND JAMES E. MCEWEN, JR.,

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 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 29TH day of MCH , 193 8 .

My commission expires JULY 14 1940

(Seal) E. LEHNING
Notary Public.

REC'D MCH 31,1938 AT 3:10 P.M.

INSTALLMENT DEED

1055

FOR AND IN CONSIDERATION of the sum of $15,000.00 FIFTEEN THOUSAND & 00/100 DOLLARS

of which FIVE THOUSAND & 001/00 DOLLARS has been paid by FRANCES C. JONES & HUSBAND ARTHUR C. JONES , the receipt of which is hereby acknowledged, and for the remainder the said ----- DOLLARS

IN THE TRANSFER OF PROPERTY LOCATED AT SOUTH PITTSBURGH, TENNESSEE THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER $10,000.00 TEN THOUSAND & 00/100 DOLLARS THE SAID FRANCES C. JONES AND HUSBAND ARTHUR C. JONES, HAVE EXECUTED ONE PRINCIPAL INSTALLMENT NOTE, DATED MARCH 30, 1938, PAYABLE AS FOLLOWS: $75.00 ONDTHE 30TH DAY OF APRIL,1938, AND A LIKE SUM ON THE 30TH DAY OF EACH MONTH THEREAFTER THROUGH MARCH 30TH,1939; COMMENCING APRIL 30TH,1939 THE SUM OF $100.00 AND A LIKE SUM ON THE 30TH DAY OF EACH MONTH THEREAFTER UNTIL MARCH 30TH,1948, WHEN THE ENTIRE BALANCE WILL MATURE . SAID NOTE BEARING INTEREST FROM DATE ON THE WHOLE AMOUNT OF SAID PRINCIPAL SUM REMAINING UNPAID FROM TIME TO TIME AT THE RATE OF 5½% PER ANNUM, AND ALL INSTALLMENTS OF INTEREST AND PRINCIPAL BEAR INTEREST AT SIX PER CENT PER ANNUM AFTER MATURITY, EACH PAYMENT, THEN MADE AS ABOVE PROVIDED, SHALL BE APPLIED FIRST TO THE INTEREST ACCRUED ON THE UNPAID PRINCIPAL OF THE DEBT, AND THE BALANCE THEREOF TO THE PRINCIPAL, AND SAID NOTE 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, EDWARD POTTER, JR AND WIFE, BERTHA H. POTTER, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID FRANCES C. JONES, HER HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY,TENNESSEE, AS FOLLOWS:
BEING THE WESTERLY HALF OF LOT NO.127 AND ALL OF LOTS NOS. 129 AND 131 IN BLOCK 6 IN DIVISION "A" OF THE PLAN RICHLAND REALTY COMPANY, WHICH IS OF RECORD IN PLAN BOOK NO.161, PAGE 151 IN THE REGISTER'S OFFICE FOR SAID COUNTY,DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY MARGIN OF RICHLAND AVENUE, 140 FEET WEST OF THE WESTERLY MARGIN OF BOWLING STREET; RUNNING THENCE NORTHWARDLY AND PARALLEL WITH SAID MARGIN OF BOWLING STREET 192.5 FEET TO THE SOUTHERLY MARGIN OF AN ALLEY; RUNNING THENCE WESTERLY WITH THE SAID MARGIN OF SAID ALLEY 125 FEET; THENCE SOUTHWARDLY AND PARALLEL WITH SAID MARGIN OF BOWLING STREET 192.5 FEET TO THE SAID MARGIN OF RICHLAND AVENUE ;THENCE RUNNING EASTWARDLY WITH THE SAID MARGIN OF RICHLAND AVENUE 125 FEET TO THE BEGINNING POINT.

BEING THE SAME PROPERTY CONVEYED TO EDWARD POTTER, JR., BY DEED FROM ROBERTA ALLEN DOBSON BY DEED RECORDED IN BOOK 1082, PAGE 102 REGISTER'S OFFICE FOR SAID COUNTY.

I/We 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 1st day of May 1941
Attest: [signature] Deputy Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FRANCES C. JONES, HER 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. EXCEPT TAXES FOR THE YEAR 1938

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said FRANCES C. JONES, 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 US in hand paid WE , the said FRANCES C. JONES AND HUSBAND ARTHUR C. JONES do hereby transfer and convey unto C.D. RIPPY , 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.