WE , the said FRANCES SMITH SLOAN , 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 $ 8,000.00 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 I , the said FRANCES SMITH SLOAN, A AND PAY INTEREST AS STATED , 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 INTEREST AS STATED or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, 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.

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., AND 3% TRUSTEE'S FEE.

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 FRANCES SMITH SLOAN, HER 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 NOAH W. COOPER, 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 THE METHODIST BENEVOLENT AND FRATERNAL ASSOCIATION

and FRANCES SMITH SLOAN , hereunto set our hands

at NASHVILLE, , Tennessee, this the 24 day of JUNE, , 1938 .

THE METHODIST BENEVOLENT AND FRATERNAL ASSOCIATION

BY E. P. ANDERSON, PRESIDENT AND ACTING GENERAL SEC'Y

FRANCES SMITH SLOAN

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J. D. WILLIAMS , a Notary Public in and for said County and State, the within named FRANCES SMITH SLOAN,

the bargainor , with whom I am personally acquainted, and who acknowledged that SHE 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 27TH day of JUNE, , 1938.

My commission expires JAN. 16, 1940.

(Seal) J. D. WILLIAMS, Notary Public.

ACKNOWLEDGMENT

STATE OF TENNESSEE)

DAVIDSON COUNTY)

BEFORE ME, CURTIS B. HALEY, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED E. P. ANDERSON, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO, UPON OATH, ACKNOWLEDGED HIMSELF TO BE THE PRESIDENT AND ACTING GENERAL SECRETARY OF THE METHODIST BENEVOLENT AND FRATERNAL ASSOCIATION, THE WITHIN-NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH PRESIDENT AND ACTING GENERAL SECRETARY, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS PRESIDENT AND ACTING GENERAL SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE IN NASHVILLE, TENNESSEE, ON THIS TWENTY-FOURTH DAY OF JUNE, 1938.

(SEAL) CURTIS B. HALEY, NOTARY PUBLIC.

COM. EXPIRES OCT. 8, 1941.

U.S.R.S.$8.50.

RECEIVED JUNE 27, 1938, AT 3:05 P.M.

NUMBER 1569 RECORDED JUNE 29, 1938. R. D. COOPER, ET UX TO THOMAS NEWTON COTHERN, ET UX.

INSTALLMENT DEED

1088

FOR AND IN CONSIDERATION of the sum of ($2150.00) TWENTY-ONE HUNDRED FIFTY AND 00/100 DOLLARS

of which ($50.00) FIFTY AND 00/100 DOLLARS has been paid in cash by LEEOTA COTHERN THOMAS NEWTON COTHERN AND WIFE, SALLIE , the receipt of which is hereby acknowledged, and for the remainder ($2100.00) TWENTY-ONE HUNDRED AND 00/100 DOLLARS

the said THOMAS NEWTON COTHERN AND WIFE, SALLIE LEEOTA COTHERN

HAVE EXECUTED A SERIES OF 40 NOTES, DATED MAY 31, 1938, THE FIRST NOTE MATURING JULY 1, 1938 AND THE OTHERS MONTHLY THEREAFTER. SAID NOTES ARE FOR THE PRINCIPAL SUM OF $22.50, BUT THE INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH OF SAID NOTES, MAKING THE FIRST NOTE $27.00 AND EACH OF THE NOTES THEREAFTER DECREASES AT THE AVERAGED RATE OF 11-1/4 CENTS PER MONTH;

AND FURTHER, THE SAID THOMAS NEWTON COTHERN AND WIFE, SALLIE LEEOTA COTHERN HAVE ASSUMED THE PAYMENT OF A PRINCIPAL NOTE IN THE SUM OF $1200.00, TOGETHER WITH INTEREST THEREON AT SIX PERCENT PER ANNUM, PAYABLE SEMI-ANNUALLY, AND SECURED BY DEED OF TRUST TO W. H. COX, JR., TRUSTEE.

ALL OF SAID NOTES 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, R. D. COOPER AND WIFE, JUANITA COOPER, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID THOMAS NEWTON COTHERN AND WIFE, SALLIE LEEOTA COTHERN, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING LOT NO. 67 ON THE PLAN OF DR. V. S. LINDSLEY'S ADDITION TO EDGEFIELD, NOW IN NASHVILLE, AS OF RECORD IN BOOK 57, PAGE 25, REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO. 67 FRONTS 50 FEET ON THE EASTERLY SIDE OF STOCKELL STREET, FORMERLY WALKER STREET, AND RUNS BACK BETWEEN PARALLEL LINES 174½ FEET TO AN ALLEY.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby ... charge of the ... Attest: ... DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said THOMAS NEWTON COTHERN AND SALLIE LEEOTA COTHERN, THEIR 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., AS AFORESAID AND TAXES FOR 1938.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said THOMAS NEWTON COTHERN AND SALLIE LEEOTA COTHERN, 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 THOMAS NEWTON COTHERN AND WIFE, SALLIE LEEOTA COTHERN do hereby transfer and convey unto O. W. CUNNINGHAM , 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.