, 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 $ 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. 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 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. , shall pay the

Now, if , the said 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 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, 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.

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. 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 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. RAYMOND DENNEY 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 VIRIL L. LONG & WIFE ELLIE J. LONG , hereunto set our hands and

at MADISON , Tennessee, this the 2ND day of SEPT , 1938

VIRGIL L. LONG
ELLIE J. LONG
W. L. HAILEY
LOUISE OAKLEY HAILEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E. R. DOOLITTLE , a Notary Public in and for said County and State, the within named VIRGIL L. LONG & WIFE, ELLIE J. LONG

the bargainor , 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 2ND day of SEPTEMBER , 1938.

My commission expires JULY 25, 1940 (Seal) E. R. DOOLITTLE Notary Public.

STATE OF TENNESSEE
DAVIDSON COUNTY
PERSONALLY APPEARED BEFORE ME P.G. WRIGHT A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED W. L. HAILEY AND LOUISE OAKLEY HAILEY THE BARGAINORS WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 19TH DAY OF SEPTEMBER 1938
(SEAL) P. G. WRIGHT, NOTARY PUBLIC

COM. EXPIRES JULY 8, 1940

T.C.R.C. 50¢
REC'D SEP 23, 1938 AT 12:59 P.M.
TT

NUMBER 6171 RECORDED SEPT 24, 1938 JOE S. WILES ET UX TO CLAY TRAVIS, ET AL

INSTALLMENT DEED

1088

FOR AND IN CONSIDERATION of the sum of FORTY TWO HUNDRED FIFTY AND NO/100 ($4250.00) DOLLARS of which THREE HUNDRED FIFTY AND NO/100 - - - - - - - - - - - - - - - DOLLARS has been paid in cash by CLAY TRAVIS, CHAIRMAN, FRANK KENNEDY, HUGH/ the receipt of which is hereby acknowledged, and for the remainder the said LAWRENCE, MCKINLEY ROBINSON, AS TRUSTEES FOR FIRST BAPTIST CHURCH OF MADISON TENN. THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND FOR THE REMAINDER THIRTY NINE HUNDRED AND NO/100 DOLLARS, CLAY TRAVIS, CHAIRMAN, FRANK KENNEDY, HUGH LAWRENCE MCKINLEY ~~THE SAID~~ ROBINSON, TRUSTEES, HAVE EXECUTED THEIR ONE PROMISSORY NOTE IN THE AMOUNT OF THIRTY NINE HUNDRED DOLLARS, ($3900.00) DATED SEPTEMBER 15TH, 1938, PAYABLE IN 49 MONTHLY INSTALLMENTS, THE FIRST 48 BEING IN THE AMOUNT OF $30.00 EACH, WHICH IS TO INCLUDE, FIRST THE PAYMENT OF THE INTEREST, ON THE UNPAID PRINCIPALS AND THEN THE BALANCE TO APPLY ON THE UNPAID PRINCIPAL AND THE 49TH INSTALMENT BEING THE UNPAID BALANCE DUE AT THAT TIME. THE FIRST OF SAID INSTALLMENTS BENG DUE AND PAYABLE ON OR BEFORE OCTOBER 15TH, 1938 AND ONE ON OR BEFORE THE SAME DATE OF EACH SUCCEEDING MONTH THEREAFTER UNTIL THE ENTIRE AMOUNT HASBEEN PAID IN FULL, THE SAID NOTES BEARING SIX PER CENT INTEREST FROM DATE, AND PROVIDING F R PAYMENT OF ATTORNEY FEES, AND TO SECURE THE PAYMENT OF SAID NOTES, RINCIPAL AND INTEREST AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED, WE, JOE S. WILES AND WIFE, GERTRUDE C. WILES, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID CLAY TRAVIS, CHAIRMAN, FRANK KENNEDKY, HUGH LAWRENCE, MCKINLEY ROBINSON TRUSTEES FOR FIRST BAPTIST CHURCH OF MADISON, TENNESSEE, THEIR SUCCESSORS AND ASSIGNS CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING LOTS NOS. 2, 3, 4 AND 5 ON THE REVISED PLAN OF POWER AND ROTH'S SUBDIVISION OF MADISON PARK AS OF RECORD IN BOOK 843, PAGE 7, REGISTER'S OFFICE FOR SAID COUNTY.

SAIDLOT NO. 2 FRONTS 64.1 FEET ON THE EASTERLY SIDE OF GALLATIN TURNPIKE AND RUNS BACK 220 FEET ON THE NORTERN LINE AND 215.5 FEET ON THE SOUTHERLY LINE TO A DEAD LINE ON WHICH IT MEASURES 64.1 FEET. SAID LOT NO. 3 FRONTS 64.1 FEET ON THE EASTERLY SIDE OF GALLATIN TURNPIKE AND RUNS BACK 215.5 FEET ON THE NORTERLY LINE AND 212 FEET ON THE SOUTHERLY LINE TO A DEAD LINE ON WHICH IT MEASURES 64.1 FEET.

SAID LOT NO. 4 FRONTS 64.1 FEET ON THE EASTERLY SIDE OF GALLATIN TURNPIKE AND RUNS BACK 212 FEET ON THE NORTHERLY LINE AND 211 FEET ON THE SOUTHERLY LINE TO A DEAD LINE ON WHICH IT MEASURES 64.1 FEET.

SAID LOT NO. 5 FRONTS 64.5 FEET ON THE EASTERLY SIDE OF GALLATIN TURNPIKE AND RUNS BACK 211 FEET ON THE NORTHERLY LINE AND 204.6 FEET ON THE SOUTHERLY LINE WITH THE NORTHERLY MARGIN OF MADISON BOULEVARD TO A DEAD LINE ON WHICH IT MEASURES 81 FEET.

BEING PART OF THE ROPERTY CONVEYED TO JOE S. WILES AND WIFE, GERTRUDE C. WILES BY DEED FROM LITTEL RUST, TRUSTEE, OF RECORD IN BOOK 921, PAGE 513, SAID REGISTER'S OFFICE

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and that the same is just and true, and that I have not received any consideration in hand paid, do hereby release and discharge all lien or claim as to the property herein conveyed, but no further or otherwise. This 24th day of Sept 1938
Attest: Joe S. Wiles
P. G. Wright Deputy Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CLAY TRAVIS, CHAIRMAN, FRANK KENNEDY, HUGH LAWRENCE, MCKINLEY ROBINSON AS TRUSTEES/ heirs and assigns, forever. FOR THE FIRST BAPTIST CHURCH OF MADISON TENNESSEE, THEIR SUCCESSORS lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. WE ARE covenant that WE ARE EXCEPT FOR THE 1938 TAXES, WHICH THE SAID FIRST BAPTIST CHURCH ARE TO PAY further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said CLAY TRAVIS, CHAIRMAN, FRANK KENNEDY, HUGH LAWRENCE, MCKINLEY/ heirs and assigns, against the lawful ROBINSON, TRUSTEES FOR FIRST BAPTIST CHURCH OF MADISON TENNESSEE, THEIR SUCCESSORS 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 CLAY TRAVIS, CHAIRMAN, FRANK KENNEDY HUGH LAWRENCE, MCKINLEY ROBISNON, TRUSTEES FOR FIRST BAPTIST CHURCH OF MADISON TENNESSEE, Trustee, his successors and assigns, the do hereby transfer and convey unto VIRGIL R. HALL real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.