I, the said ESTHER HILLIARD, 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 $ 600.00 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 ESTHER HILLIARD, 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 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~~ THE PORTION OF THE 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 ESTHER HILLIARD, 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 WILLIAM J. WADE, 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 WILLIAM COCKRILL AND WIFE, HAZEL COCKRILL and ESTHER HILLIARD, AN UNMARRIED ~~MAN~~ WOMAN, hereunto set our hands at NASHVILLE, Tennessee, this the 22ND day of JUNE, 1940, XXXX.

WILLIAM COCKRILL
HAZEL COCKRILL
ESTHER HILLIARD

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EDNA L. MILLS, a Notary Public in and for said County and State, the within named WILLIAM COCKRILL AND WIFE, HAZEL COCKRILL 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 X husband, the said X, 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 22ND day of JUNE, 1940, XXXX.

My commission expires OCT. 14, 1943.

(Seal) EDNA L. MILLS,
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EDNA L. MILLS, a Notary Public in and for said County and State, the within named ESTHER HILLIARD, AN UNMARRIED WOMAN, the bargainor, with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

And X, of the said having appeared before me privately and apart from X husband, the said X, 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 22ND day of JUNE, 1940, XXXX.

My commission expires OCT. 14, 1943.

(Seal) EDNA L. MILLS,
Notary Public.

U.S.R.S. $1.00.

RECEIVED JULY 8, 1940, AT 2:18 P.M.

NUMBER 41282 RECORDED JULY 10,1940 JOSEPH R. HOLMES,ET UX TO FELIX B. BALTIMORE,ET AL TRUSTEES

INSTALLMENT DEED

1092

FOR AND IN CONSIDERATION of the sum of $1600.00 SIXTEEN HUNDRED AND NO/100 DOLLARS

of which ONE HUNDRED ($100.00) DOLLARS has been paid in cash by CHRISTIAN CHURCH THE TRUSTEES OF THE ALAMEDA STREET, the receipt of which is hereby acknowledged, and for the remainder $1500.00 FIFTEEN HUNDRED AND NO/100 DOLLARS

the said TRUSTEES OF THE ALAMEDA STREET CHRISTIAN CHURCH HAVE EXECUTED A SERIES OF 133 NOTES, THE FIRST 132 FEET NOTES BEING FOR THE PRINCIPAL SUM OF $11.25, AND THE LAST OR 133RD NOTE BEING FOR THE PRINCIPAL SUM OF $15.00, BUT THE INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH OF SAID NOTES SO THAT THE FIRST 132 NOTES OF SAID SERIES ARE FOR $15.00 EACH AND THE LAST OR 133RD NOTE IS FOR $18.75 . ALL OF SAID NOTES ARE PAYABLE TO THE ORDER OF JOSEPH W.HOLMES, JR., AND ARE DATED JUNE 25, 1940, THE FIRST NOTE MATURING JULY 25, 1940 AND THE OTHERS MONTHLY THEREAFTER,

I declare that I am the [illegible] holder of the claim secured by the instrument within recorded, and hereby [illegible] and discharge of the lien to secure the same in full. This 22 day of Sept. 1940.

Attest: J. P. Wilson DEPUTY REGISTER

Connie Wurtland
M Settle Q.V.P.

all of said notes bearing ~~six per cent interest from date, and~~ providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed

WE, JOSEPH R.HOLMES, JR AND WIFE BERNADINE HOLMES

have this day bargained and sold, and do hereby transfer and convey, unto the said FELIX B.BALTIMORE,DALLAS HARRIS AND J.P. THOMPSON,AS TRUSTEES OF THE ALAMEDA STREET CHRISTIAN CHURCH, AND TO THEIR SUCCESSORS IN TRUST AND ASSIGNS, ~~heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:~~

CERTAIN REAL ESTATE IN DAVIDSON COUNTY,TENNESSEE, AS FOLLOWS:

BEING LOT NO.75 IN BOCK NO.1 ON THE MAP OF THE SUBDIVISION OF THE HEFFERNAN PLACE, AS OF RECORD IN BOOK NO.161, PAGE 139, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENN.

SAID LOT NO.75 FRONTS 50 FEET ON THE NORTHERLY SIDE OF ALAMEDA STREET AND RUNS BACK BETWEEN PARALLEL LINES WITH THE EASTERLY MARGIN OF 24TH AVENUE, NORTH, FORMERLY ZORA AVENUE,140 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO JOSEPH R. HOLMES, JR BY DEED OF RECORD IN BOOK 682, PAGE 82, REGISTER'S OFFICE DAVIDSON COUNTY,TENN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FELIX B. BALTIMORE, DALLAS HARRIS AND J.P. THOMPSON,AS TRUSTEES, AS ~~heirs and assigns,~~ forever, AFORESAID, THEIR SUCCESSORS 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said FELIX B.BALTIMORE,DALLAS HARRIS AND J.P.THOMPSON,AS TRUSTEES AS AFORESAID,THEIR SUCCESSORS ~~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 FELIX B. BALTIMORE, DALLAS HARRIS AND J.P. THOMPSON,TRUSTEES, FOR THE ALAMEDA STREET CHRISTIAN CHURCH, Trustee, his successors and assigns, the do hereby transfer and convey unto ROY D. COOPER, real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.