I , the said J. W. RUSSELL , 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.

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 J. W. RUSSELL , 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, 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 J. W. RUSSELL 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 A. F. APPLETON 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 R. A. APPLETON AND RAY APPLETON and J. W. RUSSELL , hereunto set our hands at NASHVILLE , Tennessee, this the 26 day of OCT , 1938 .

R. A. APPLETON
A. F. APPLETON
ELIZABETH WHITE APPLETON
IDA MAE TIDMORE APPLETON
J. W. RUSSELL
MRS. J. W. RUSSELL

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, SYD WHITE OLIVER , a Notary Public in and for said County and State, the within named R. A. APPLETON AND RAY APPLETON, ELIZABETH WHITE APPLETON WIFE OF R. A. APPLETON AND IDA MAE TIDMAN APPLETON WIFE OF RAY APPLETON the bargainer 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 X having appeared before me privately and apart from husband , the said X X , acknowledged the execution of the said instrument to have been done by X 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 27 day of OCT , 1938 .

My commission expires 11/9/38

(Seal) SYD WHITE OLIVER
Notary Public.

US.R.S.$1.00

REC'D OCT 29, 1938 at 11:05 A.M.
TP

INSTALLMENT DEED

1102

FOR AND IN CONSIDERATION of the sum of 4001.00 FOUR THOUSAND AND ONE - - - - - - - - DOLLARS of which 1 (ONE) - DOLLARS has been paid in cash by MRS. BEVERLY W. (CATHERINE RYAN) WADDEY , the receipt of which is hereby acknowledged, and for the remainder 4000.00FOUR THOUSAND - DOLLARS the said MRS. BEVERLY W. (CATHERINE RYAN) WADDEY HAS EXECUTED AND DELIVERED LIEN NOTES, MADE BY THE SAID MRS. BEVERLY W. (CATHERINE RYAN) WADDEY, PAYABLE TO THE ORDER OF MRS. L. M. (MARIAN FOGARTY) MONGOLD FOR THIRTY FIVE ($35.00 DOLLARS PLUS INTEREST EACH, BEARING DATE WITH THIS DEED, ONE OF WHICH IS PAYABLE ON THE FIRST DAY OF NOVEMBER 1938, AND ONE PAYABLE ON THE FIRST DAY OF EACH SUCCESSIVE MONTH, AND IN THIS WAY EACHBECOMES PAYABLE,

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

I, MRS. L. M. (MARIAN FOGARTY) MONGOLD

have this day bargained and sold, and do hereby transfer and convey, unto the said MRS. BEVERLY W. (CATHERINE RYAN) WADDEY heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

THE PROPERTY HEREIN CONVEYED BEING THE WESTERLY PORTION OF LOT # 25 OF THE SUNSET PARK SUB DIVISION AS RECORDED IN BOOK #332, PAGE #132 IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY: AND BEING MORE FULLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID LOT #25 AND RUNNING EASTERLY FORTY NINE (49) FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LOT #25; THENCE SOUTHERLY ONE HUNDRED SIXTY AND ONE HALF (160.50) FEET TO A POINT IN THE SOUTHERLY BOUNDARY OF SAID LOT #25: THENCE FORTY NINE (49) FEET WESTERLY TO THE SOUTHWEST CORNER OF SAID LOT #25: THENCE NORTHERLY TO THE POINT OF BEGINNING. AND BEING A PORTION OF THE PROPERTY CON VEYED TO L. M. MONGOLD BY DEED OF FRANK L. SMITH AND MRS. LOULA MAY SMITH OF RECORD IN BOOK #432, PAGE #495 R.O.D.C. AND BEING BEQUEATHED TO MRS. L. M. (MARIAN FOGARTY) MONGOLD BY WILL OF L. M. MONGOLD DECEASED, OF RECORD IN WILL BOOK #52, PAGE #393 OF THE COUNTY COURT OF DAVIDSON COUNTY, TENNESSEE.

BEVERLY W. WADDEY JOINS IN THIS CONVEYANCE AS REPRESENTED BY THIS INSTRUMENT IN FULL, AS WITNESSED BY HIS NAME SUBSCRIBED HERETO, FOR THE EXPRESS PURPOSE OF COMPLETELY AND FULLY WAIVING ANY RIGHTS WHICH HE ACQUIRES OR MAY SUBSEQUENTLY ACQUIRE BY REASON OF SAID CONVEYANCE.

I hereby certify that I am the lawful holder of the claim secured by the instrument within [illegible] acknowledge the satisfaction thereof and discharge of the lien to secure [illegible] this 16 day of May 1946. Mrs L M Mongold [illegible]

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS. BEVERLY W. (CATHERINE RYAN) WADDEY 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.

I further covenant and bind MY heirs and representatives, to warrant and forever defend the title to said real estate to said MRS. BEVERLY W. (CATHERINE RYAN) WADDEY, 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 ME in hand paid I , the said MRS. BEVERLY W. (CATHERINE RYAN) WADDEY do hereby transfer and convey unto HARLAN DODSON, JR , 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.