WE , the said B.F. WILSON III AND WIFE, MYRA STEWART WILSON, , 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 $3000. TORNADO the sum of $ 3000. FIRE AND 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 WE , the said B.F.WILSON III AND WIFE,MYRA STEWART WILSON, , 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 WE 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 WEfail 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.

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 B.F.WILSON, III, - 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 D.P.WRENNE,JR., 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.P.GILBERT AND WIFE, ELSIE B. GILBERT;

and-- B.F.WILSON III AND WIFE, MYRA STEWART WILSON, , hereunto set our hands at NASHVILLE, , Tennessee, this the 20TH day of OCT. ,1938.

J.P.GILBERT.
ELSIE B.GILBERT
B.F.WILSON, III.
MYRA STEWART WILSON

GEORGIA, FULTON
STATE OF ~~TENNESSEE,~~ DAVIDSON COUNTY.

Personally appeared before me, MRS.C.B.SPEIR, , a Notary Public in and for said County and State, the within named J.P.GILBERT, the bargainor , with whom I am personally acquainted, and who acknowledged that HE executed the within instrument for the purposes therein contained.

And X , of the said husband 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,~~ ATLANTA, GEORGIA, this 28TH day of OCTOBER, ,1938.

NOTARY PUBLIC,STATE AT LARGE, ATLANTA,GA.
My commission expires APRIL 26, 1942.

(Seal) MRS.C.B.SPEIR,
Notary Public.

STATE OF NORTH CAROLINA)
MECKLENBURG COUNTY.)

PERSONALLY APPEARED BEFORE ME, FRESCA BROWN, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED ELSIE B.GILBERT THE BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT SHE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL AT CHARLOTTE, N.C., THIS 27TH DAY OF OCT. 1938.
COMM.EX. FEB.8, 1939. (SEAL) FRESCA BROWN,NOTARY PUBLIC.

STATE OF TENNESSEE,DAVIDSON COUNTY.

PERSONALLY APPEARED BEFORE ME, FLETCHER HOOVER, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN-NAMED B.F.WILSON III AND WIFE, MYRA STEWART WILSON,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 10TH DAY OF NOVEMBER,1938.
(SEAL) FLETCHER HOOVER,NOTARY PUBLIC.
COM.EXP. OCT.5, 1941.

U.S.R.S. $1.50.
RECD NOV. 10, 1938 AT 1:19 P M

NUMBER 8767 RECORDED NOV. 14TH,1938 DR. J.N.SMITH AND WIFE TO T.H. AUSTIN END WIFE.

INSTALLMENT DEED

1102

FOR AND IN CONSIDERATION of the sum of TWELVE HUNDRED AND FIFTY DOLLARS($1250.00) DOLLARS of which ONE HUNDRED ($100.00) DOLLARS has been paid cash by T.H. AUSTIN , the receipt of which is hereby acknowledged, and for the remainder (76) SEVENTY SIX NOTES EACH BEARING DATE OF APRIL 1ST, 1932 FOR $15.00 DOLLARS the said T.H.AUSTIN HAS EXECUTED OR SIGNED

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, DR. J.N.SMITH AND WIFE have this day bargained and sold, and do hereby transfer and convey, unto the said T.H.AUSTIN AND WIFE VERNON AUSTIN THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEGINNING AT A STAKE IN WHAT WAS FORMERLY THE OLD NASHVILLE AND CENTERVILLE ROAD, NOW STATE HIGHWAY NO.100 AND IN THE NORTH BOUNDARY LINE OF A TRACT OF 52½ ACRES PURCHASED BY DR. J.N.SMITH FROM ED L.SMITH THENCE WITH SAID DR.J.N.SMITH LINE S. 17° E. 66 POLES TO A STAKE ON RIDGE WITH A LARGE SUGAR TREE POINTER STANDING 5 FT S.EAST OF THE CORNER, THENCEWITH HIS LINE S. 8 2° W. 6 2/5 POLES TO A STAKE IN WEST BOUNDARY LINE OF 52½ ACRE TRACT WITH 2 SMALL HICKORY AND ELM POINTERS AND IN WHAT WAS FORMALLY ED SMITHS LINE LATER Z. E. HUNTS LINE AT PRESENT SAID ED SMITH LINE THENCE WITH HIS LINE N.14° W. 6 1/3 POLES TO A BEECH ON RIDGE THENCE WITH HIS LINE N. 32° W. 39 POLES TO A STAKE NEAR A CEDAR HIS CORNER IN SOUTH BOUNDARY OF GRAVEYARD FOR COLORED PEOPLE THENCE WITH THEIR LINE N 80° E. 10 POLES TO A STONE THEIR CORNER THENCE WITH THEIR LINE N. 12° W 6 POLES AND 16 LINKS TO A STONE THEIR CORNER THENCE WITH THEIR LINE S.80° W. 11 2/5 POLES TO A STAKE THEIR CORNER AT THEIR PRIVATE ROAD, THENCE WITH E. EDGE OF SAID ROAD & LINE N. 12° W. 14 POLES TO A STAKE IN STATE HIGHWAY THEIR CORNER THENCE ALONG SAID HIGHWAY N.75° E 15 2/10 POLES TO THE BEGINNINN CONTAINING 4 3/5 ACRES MORE OR LESS NORTH WEST CORNER OF 52½ ACRE TRACT SOLD TO DR. J.N.SMITH BY ED L. SMITH BY DEED OF RECORD IN DEED BOOK NO. 444, PAGE 154, R.O.D.C.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said T.H. AUSTIN AND WIFE VERNON AUSTIN 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.

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said T.H.AUSTIN AND WIFE VERNON AUSTIN 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 BY , the said DR. J.N.SMITH AND WIFE do hereby transfer and convey unto D. M. PROCTOR , 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.

State of Tennessee, Davidson County. This day of 1938. Before me personally appeared T.H. Austin the within named bargainee with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and hereby acknowledge the satisfaction thereof and discharge of the lien thereof. Witness my hand at office this 14th day of Nov. 1938.