WE , the said KATE MCNISH ALLEN AND HUSBAND WILLIAM J. ALLEN , 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 $ ONE THOUSAND 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 KATE MCNISH ALLEN AND HUSBAND, WILLIAM J. ALLEN , 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, IF WE 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.

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 KATE MCNISH ALLEN 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 SANDFORD DUNCAN 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 LAYMAN FOUNDATION

and KATE MCNISH ALLEN AND HUSBAND WILLIAM J. ALLEN , hereunto set our hands

at NASHVILLE , Tennessee, this the 12th day of NOV , 1938 .

THE LAYMAN FOUNDATION
E. O. SUTHERLAND, PREST
KATE MCNISH ALLEN
WILLIAM J. ALLEN

ATTEST:
LIDA F. SCOTT
Secy.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, G. F. COLE, JR , a Notary Public in and for said County and State, the within named KATE MCNISH ALLEN AND HUSBAND WILLIAM J. ALLEN

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
X
having appeared before me privately and apart from husband , the said
X , acknowledged the execution of the said instrument to have
X
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 16th day of NOVEMBER , 1938

My commission expires APRIL 9, 1939

(Seal) G. F. COLE, JR
Notary Public.

state of tennessee
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME S. BAYARD GOODGE A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, E. A. SUTHERLAND AND LIDA F. SCOTT WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY OF THE LAYMAN FOUNDATION, A CORPORATION, THE WITHIN NAMED BARGAINOR, AND THAT THEY AS SUCH PRESIDENT AND SECRETARY FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THENAME OF THE CORPORATION THERETO BY E. A. SUTHERLAND AS PRESIDENT AND ATTESTING THE SAME BY LIDA F. SCOTT AS SECRETARY, AND AFFIXING THE CORPORATE SEAL THERETO.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, DAVIDSON COUNTY, TENNESSEE, ON THIS 16th DAY OF NOVEMBER 1938.

(SEAL) S. BAYARD GOODGE, NOTARY PUBLIC

MY COM. EXPIRES OCT 11, 1939
U.S.R.S.$ [illegible]
REC'D NOV 18, 1938 at 3:51 P.M.
TF

INSTALLMENT DEED

1102

FOR AND IN CONSIDERATION of the sum of $3,000.00 THREE THOUSAND AND NO/100 - - - - - - DOLLARS of which TWO HUNDRED (200.00) AND NO/100 - - - - - - - - - - - - - - - DOLLARS has been paid in cash by R. W. COWELL AND WIFE CATHERINE B. COWELL, the receipt of which is hereby acknowledged, and for the remainder $2800.00 TWENTY EIGHT HUNDRED AND NO/100 - DOLLARS the said R. W. COWELL AND WIFE CATHERINE B. COWELL HAVE EXECUTED THEIR ONE HUNDRED TWELVE (112) JOINT PROMISSORY NOTES, DATED OCTOBER 15th, 1938 EACH NOTE WITHOUT INTEREST IN THE SUM OF TWENTY FIVE ($25.00) DOLLARS, THE FIRST OF WHICH IS DUE AND PAYABLE ON NOVEMBER 15th 1938 AND ONE OTHER NOTE DUE AND PAYABLE ON OR BEFORE THE 15th DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL MATURE ALL OF WHICH NOTES DUE AND PAYABLE TO J. J. PATE, OR ORDER.

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, J. J. PATE AND WIFE LENA GRAVES PATE

have this day bargained and sold, and do hereby transfer and convey, unto the said R. W. COWELL AND WIFE CATHERINE B. COWELL, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 18 IN THE J. J. PATE SUBDIVISION OF LOTS NOS. 9-10-11-12 AND 20-21-22 AND 23 OF G. T. SHERGOOS, SUBDIVISION AS OF RECORD IN BOOK NO. 421, PAGE 191 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE, AND THE J. J. PATE'S SUBDIVISIONS OF RECORD IN BOOK NO. 843, PAGE 43 OF THE SAID REGISTER'S OFFICE.

SAID LOT NO. 18 FRONTS 55.6 FEET ON THE EASTERLY SIDE OF ASYLUM AVENUE, AND RUNS BACK BETWEEN PARELLEL LINES 152 FEET TO A DEAD LINE AND SAID DEAD LINE IS THE DIVIDING LINE BETWEEN LOTS NO [illegible] 2 IN SAID SUBDIVISION.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said R.W. COWELL AND WIFE CATHERINE B. COWELL THEIR, heirs and assigns, forever, and 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.

EXCEPT AS SHOWN HEREIN

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said R.W. COWELL AND WIFE CATHERINE B. COWELL 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 R.W. COWELL AND WIFE CATHERINE B. COWELL, do hereby transfer and convey unto GRAVES PATE , 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.