I, , the said MRS. ELIZABETH VAUGHN , 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 $ 3200.00 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 MRS. ELIZABETH VAUGHN , 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 sixty 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.

O 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 MRS. ELIZABETH VAUGHN 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 J.T. CONNOR 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 BUSH BUILDING COMPANY BY W.B. ~~VAUGHN~~ Sneed, President and MRS. ELIZABETH VAUGHN AND HUSBAND PORTER B. VAUGHN , hereunto set our hands at NASHVILLE , Tennessee, this the 10TH day of NOVEMBER , 1938.

THE SAID PORTER B. VAUGHN SIGNING THIS DEED FOR THE PURPOSE OF RELEASING ANY HOMESTEAD COURTESY RIGHTS OR ANY OTHER INTEREST HE MIGHT HAVE BY REASON OF BEING THE HUSBAND OF MRS. ELIZABETH VAUGHN.

BUSH BUILDING CO.
BY W. G. Sneed PRESIDENT
ELIZABETH VAUGHN
PORTER B. VAUGHN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, HELEN S.DRAPER , a Notary Public in and for said County and State, the within named MRS. ELIZABETH VAUGHN AND HUSBAND PORTER B,VAUGHN the bargainor S, 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 21 day of NOVEMBER , 1938.

My commission expires 4/22/ 42
STATE OF TENNESSEE
COUNTY OF DAVIDSON

HELEN S. DRAPER, (Seal) Notary Public.

BEFORE ME ROBERT J. BAKER, A Notary Public OF THE STATE AND COUNTY AFORESAID PERSONALLY APPEARED W.B. SNEED, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED HIMSELF TO BE PRESIDENT OF THE BUSH BUILDING COMPANY THE WITHIN NAMED BARGAINOR A CORPORATION AND THAT HE AS SUCH PRESIDENT BEING AUTHORIZED TO DO SO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED. BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS PRESIDENT.

WITNESS MY HAND AND SEAL IN NASHVILLE TENNESSEE, THIS 21ST DAY OF NOVEMBER 1938

MY COMMISSION EXPIRES 21ST, DAY OF JANUARY 1939 (SEAL) - Robert J. Baker

R.S.R.S. $ 5.50
RECEIVED NOVEMBER 21ST, 1938 AT 3;25 P.M.

V
J.A.E.

INSTALLMENT DEED

1102

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED THIRTY-FIVE & 00/100 ($535.00) DOLLARS of which FIFTEEN & 00/100 ($15.00) DOLLARS has been paid in cash by EUDORA PARKER AND HUSBAND, CHARLES B.PARKER, , the receipt of which is hereby acknowledged, and for the remainder the said FIVE HUNDRED TWENTY & 00/100 ($520.00) DOLLARS EUDORA PARKER AND HUSBAND, CHARLES B.PARKER,

HAVE EXECUTED THEIR FIFTY-TWO JOINT PROMISSORY NOTES, BEARING EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF LAURA J.COLEMAN, IN THE AMOUNT OF $10.00 EACH, DUE MONTHLY BEGINNING NOVEMBER 1, 1938,

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, LAURA J.COLEMAN, A WIDOW,

have this day bargained and sold, and do hereby transfer and convey, unto the said EUDORA PARKER, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF LOT NO.74 IN G.P.ROSE'S SUBDIVISION, OF RECORD IN BOOK 547, PAGE 74, REGISTERS OFFICE FOR SAID COUNTY.

SAID PART OF LOT NO.74 IS THE NORTHEASTERLY PART OF SAID LOT AND FRONTS 48 FEET ON THE WESTERLY SIDE OF NOLENSVILLE PIKE AND EXTENDS BACK ON THE NORTHERLY LINE 159.4 AND ON THE SOUTHERLY LINE 170.3 TO A DEAD LINE ON WHICH IT MEASURES 48 FEET.

BEING PART OF THE PROPERTY CONVEYED TO LAURA J.COLEMAN BY DEED FROM G.P. ROSE AND WIFE, OF RECORD IN BOOK 663, PAGE 263, SAID REGISTERS OFFICE.

THE GRANTOR HEREIN AGREES TO PAY TAXES FOR THE YEAR 1938.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said EUDORA PARKER, HER 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 unincumbered.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said EUDORA PARKER, 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 US in hand paid WE , the said EUDORA PARKER AND HUSBAND, CHARLES B.PARKER, do hereby transfer and convey unto WILLIAM O.LEE, , Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purpose aforesaid only.