WE , the said DAVID POWELL AND VERA POWELL, , 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.

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 DAVID POWELL AND VERA POWELL, , 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, 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 DAVID POWELL AND VERA POWELL, THEIR 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 C.C.BARNES, 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 C.H.SINGER AND WIFE, KATIE MAI BINGER, and DAVID POWELL AND WIFE, VERA POWELL, , hereunto set our hands at NASHVILLE, , Tennessee, this the 13TH day of DEC. , 1938.

C.H.SINGER
KATIE MAI SINGER
DAVID POWELL
VERA POWELL

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.F.HARDISON, , a Notary Public in and for said County and State, the within named C.H.SINGER AND WIFE, KATIE MAI SINGER, AND DAVID POWELL AND WIFE, VERA POWELL, 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 , 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 - day of DECEMBER, , 1938.

My commission expires OCTOBER 7, 1941.

(Seal) W.F.HARDISON,
Notary Public.

U.S.R.S. $1.00
RECD DEC.15, 1938 AT 2:57 P M
MM

V. 142

INSTALLMENT DEED

1102

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED SEVENTY FIVE ($175.00) - - - - - - DOLLARS of which TWENTY FIVE ($25.00 DOLLARS has been paid in cash by

REV W. E. HAMILTON, WILLIE MATTHEW AND THOMAS BINGHAM, TRUSTEES OF HAMILTON TABERNACLE UNITED PRIMITIVE BAPTIST CHURCH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND FOR THE REMAINDER, ONE HUNDRED FIFTY ($150.00) DOLLARS, THE SAID REV W. E. HAMILTON, WILLIE MATTHEW AND THOMAS BINGHAM, TRUSTEES OF HAMILTON TABERNACLE UNITED PRIMITIVE BAPTIST CHURCH HAVE THIS DAY EXECUTED THEIR TWENTY ONE (21) PROMISSORY NOTES: TWENTY OF SAID NOTES ARE FOR THE PRINCIPAL SUM OF $7.00 EACH AND ONE, THE TWENTY FIRST, IS FOR THE PRINCIPAL SUM OF $10.00 PAYABLE TO W. H. DIXON OR ORDER.

THESE NOTES DO NOT BEAR INTEREST UNTIL AFTER MATURITY FOR THE INTEREST HASBEEN COMPUTED ON THE WHOLE AMOUNT AT THE RATE OF 6% AND ADDED IN THE FACE OF THE NOTES WITH THE LARGEST NOTE FIRST, MAKING THE FIRST NOTE FOR AN AMOUNT OF $7.00 PRINCIPAL AND 75¢ INTEREST, TOTALING $7.75, DECREASING ALTERNATELY 4¢ AND 3¢ UNTIL THE LAST WHICH IS FOR $10.06 PRINCIPAL AND INTEREST. THE FIRST ONE OF SAID NOTES FALLS DUE ON THE 12th DAY OF JANUARY, 1939 AND THE OTHERS, ONE ON THE 12th DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL MATURE. ALL OF SAID NOTES PROVIDE FOR ATTORNEY FEES, AND TO SECURE PAYMENT OF SAID NOTES, PRINCIPAL INTEREST, AND ATTORNEY FEES, A LIEN ISEXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED. WE, W. H. DIXON AND WIFE, MARY DIXON HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID REV. W. E. HAMILTON, WILLIE MATTHEWS AND THOMAS BINGHAM, TRUSTEES OF HAMILTON TABERNACLE UNITED PRIMITIVE BAPTIST CHURCH, THEIR ASSIGNS AND APPOINTEES, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING THE WESTERLY 50 FT OF LOT NO. 8 IN DR. BOYD'S MCNAIRY PLAN AS OF RECORD IN BOOK NO. 21, PAGE 93, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID PART OF LOT NO. 8 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF BOOKER STREET, FORMERLY HARDING STREET, AND EXTENDS BACK BETWEEN PARALLEL LINES 194 FEET, MORE OR LESSTO AN ALLEY, AND IS A PART OF THE SAME PROPERTY CONVEYED TO W. H. DIXON BY DEED RECORDED IN BOOK 645, PAGE 106 R.O.D.C. TENN.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and I do by acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 22 day of July 1940

Attest: J. C. Barnes DEPUTY Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said REV. W. E. HAMILTON, WILLIE MATTHEW AND THOMAS BINGHAM, TRUSTEES OF HAMILTON UNITED PRIMITIVE BAPT CHURCH ASSIGNS AND APPOINTEES 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 NAMED TRUSTEES OF HAMILTON TABERNACLE U. P. BAPT CHURCH, THEIR 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 WE in hand paid WE , the said REV W. E. HAMILTON, WILLIE MATTHEW AND THOMAS BINGHAM, TRUSTEES OF HAMILTON TABERNACLE UNITED PRIMITIVE BAPTIST CHURCH do hereby transfer and convey unto V. H. DIXON , Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purpose aforesaid, that