WE , the said E.C. SEINER, SR., AND WIFE, CLARA SEINER , 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 $ 500.00 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.

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 E.C. SEINER, SR AND WIFE, CLARA SEINER , 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 E.C. SEINER SR., AND WIFE, CLARA SEINER, 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 VIRGIL R. HALL 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 WINFIELD HANCOCK SEINER AND WIFE, BOBBIE MARY SEINER

and E.C. SEINER, SR., AND WIFE, CLARA SEINER , hereunto set our hands

at NASHVILLE , Tennessee, this the 5TH day of JAN , 1938.

WINFIELD HANCOCK SEINER
BOBBIE MARY SEINER
E.C. SEINER, SR
CLARA SEINER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E.A. CLARK , a Notary Public in and for said County and State, the within named WINFIELD SEINER AND WIFE, BOBBIE MARY SEINER AND E.C. SEINER, SR., AND WIFE, CLARA SEINER, 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 husband , the said , 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 5TH day of JAN , 1938.

My commission expires 10-6-1942

U.S.R.S. $.50¢

(Seal) E.A. CLARK
Notary Public.

REC'D JAN 6,1938 AT 2:05 P.M.

NUMBER 11495 RECORDED JAN 7,1939 WILL YOUNG,ET UX TO LAWRENCE MAYO,ET UC

J.A.E.

INSTALLMENT DEED

1102

FOR AND IN CONSIDERATION of the sum of THIRTY-TWO HUNDRED FIFTY AND NO/100 DOLLARS of which ONE THOUSAND AND NO/100 ($1000.00) DOLLARS has been paid in cash by LAWRENCE MAYO AND WIFE, LILLIAN MAYO , the receipt of which is hereby acknowledged, and for the remainder TWENTY- TWO HUNDRED FIFTY AND NO/100 ($2250.00) DOLLARS the said -

THE SAID LAWRENCE MAYO AND WIFE, LILLIAN MAYO, HAVE EXECUTED THEIR 5 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF WILL YOUNG AND WIFE, DELLA YOUNG, SAID NOTES BEING FOR THE SUM OF $450.00 EACH THE FIRST NOTE FALLING DUE MAY 12, 1939 AND ONE ON THE SAME DAY OF EACH SUCCEEDING YEAR THEREAFTER UNTIL ALL ARE PAID,

NOTE: THE PURCHASER ASSUMES AND AGREES TO PAY THE 1938 STATE AND COUNTY TAX ASSESSED AGAINST THE PROPERTY HEREIN CONVEYED.

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, WILL YOUNG AND WIFE, DELLA YOUNG

have this day bargained and sold, and do hereby transfer and convey, unto the said LAWRENCE MAYO AND WIFE, LILLIAN MAYO, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN THE EIGHTH CIVIL DISTRICT OF DAVIDSON COUNTY,TENNESSEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FIRST TRACT:BEGINNING AT A POST EAST OF AN ELM,SAID POINT BEING THE SOUTHEAST CORNER OF A 3.83-ACRE TRACT OF LAND ALLOTTED BY A DECREE OF THE COUNTY COURT OF DAVIDSON COUNTY TO THE ESTATE OF ROBERT L. SEXTON, DECEASED; THENCE NORTH 68¾ DEG. WEST 48 POLES TO A STAKE;THENCE SOUTH 7¼ DEG. WEST 24.2 POLES TO A STAKE, THENCE 1¾ DEGREES WEST 67.5 POLES TO A STAKE;THENCE SOUTH 86½ DEGS. EAST 45 POLES ACROSS CHARLOTTE PIKE TO A STAKE;THENCE NORTH 4¾ DEGS. WEST 6.60 POLES TO A STAKE;THENCE NORTH 3½ DEG. EAST 52 POLES TO THE BEGINNING, CONTAINING 26.96 ACRES AS SHOWN BY SURVEY OF EARL DRAKE, COUNTY SURVEYOR FOR DAVIDSON COUNTY,TENNESSEE, IN THE CAUSE OF MARGARET SEXTON ET AL VS. L.W. SEXTON, ET AL .

SECOND TRACT: BEGINNING IN THE CENTER OF THE ROAD IN DAVIDSON'S LINE;THENCE NORTHWARDLY 73½ DEGS. WEST 14 POLES;THENCE NORTH 58 DEGS. WEST 16 POLES; THENCE NORTH 46 DEGS. WEST 6 POLES ;THENCE NORTH 54½ DEGS. WEST 14.54 POLES TO A STAKE IN THE CENTER OF THE RIVER ROAD;THENCE SOUTH 7¼ DEGS. WEST 19.14 POLES TO A STAKE-THENCE SOUTH 68¾ DEGS.EAST 48 POLES TO A POST EAST OF AN ELM;THENCE NORTH 3½ DEGS. EAST 11.64 POLES TO THE BEGINNING AND CONTAINING 3.83 ACRES AS SHOWN BY THE SURVEY ABOVE MENTIONED.

THIS IS THE SAME PROPERTY CONVEYED TO WILL YOUNG AND WIFE, DELLA YOUNG, BY DEED FROM LEONARD R. GRIMES AND WIFE, WHICH IS OF RECORD IN BOOK 1044 PAGE 673, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE, TO WHICH REFERENCE IS HERE MADE.

(NORTH 3½ DEGS. EAST 9.18 POLES ACROSS CHARLOTTE PIKE TO A STAKE;THENCE NORTH)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LAWRENCE MAYO AND WIFE, LILLIAN MAYO, 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 LAWRENCE MAYO AND WIFE, LILLIAN MAYO, 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 LAWRENCE MAYO AND WIFE, LILLIAN MAYO

do hereby transfer and convey unto H.J. LOVELACE , TRUSTEE , 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,

Filed for record this 12 day of Jan 1942 at 2:05 P.M. Recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 12 day of Jan 1942

Attest: Will Young

DEPUTY REGISTER