WE , the said L.A.DILLARD, AND WIFE CORA H. DILLARD, , 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 $ 1500.00 FIRE $1500.00 TORNADO 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 herein, the same to bear interest from the date of such payment.

Now, if WE , the said L.A.DILLARD AND WIFE CORA H. DILLARD, , 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 L.A.DILLARD AND WIFE CORA H. DILLARD, 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 GRAVES PATE. 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.J. PATE AND WIFE LENA GRAVES PATE.

and L.A.DILLARD AND WIFE CORA H. DILLARD, , hereunto set our hands

at NASHVILLE , Tennessee, this the 27 day of FEBRUARY , 1939 .

J.J. PATE,
LENA GRAVES PATE,
L.A. DILLARD,
CORA H. DILLARD,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRED K.JONES, a Notary Public in and for said County and State, the within named J.J. PATE AND WIFE LENA GRAVES PATE AND L.A. DILLARD, AND WIFE CORA H.DILLARD, 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 27TH DAY OF FEBRUARY , 1939

My commission expires OCT. 15TH, 1939 (Seal) FRED K.JONES, Notary Public.

U.S.R.S $2.00

RECEIVED MARCH 17TH, 1939 AT 3;53 P.M.

INSTALLMENT DEED

1102

FOR AND IN CONSIDERATION of the sum of EIGHT HUNDRED AND 00/100 ($800.00) DOLLARS

of which ONE HUNDRED AND 00/100 ($100.00) DOLLARS has been paid in cash by J.C. HOWELL AND WIFE, LONIE HOWELL , the receipt of which is hereby acknowledged, and for the remainder the said SEVEN HUNDRED AND 00/100 ($700.00) DOLLARS-

THE SAID J.C. HOWELL AND WIFE, LONIE HOWELL HAVE EXECUTED SEVEN (7) NOTES,THE PRINCIPAL OF EACH NOTE BEING ONE HUNDRED AND 00/100 ($100.00)DOLLARS. THE INTEREST ON SAID NOTES HAS BEEN COMPUTED AND ADDED TO EACH NOTE, THE FIRST NOTE BEING FOR ONE HUNDRED, FORTY-TWO AND 00/100 ($142.00)DOLLARS, THE SECOND NOTE FOR ONE HUNDRED, THIRTY-SIX AND 00/100 ($136.00)DOLLARS AND EACH NOTE DECREASING EACH YEAR THEREAFTER. ALL NOTES ARE DATED OCTOBER 1,1938, THE FIRST NOTE IS DUE OCTOBER 1,1939 AND ONE ON THE SAID NOTES WILL BE DUE ON THE FIRST DAY OF OCTOBER EACH YEAR THEREAFTER.

I certify that I am the true and lawful holder of the claim secured by this instrument, executed and hereby acknowledge the satisfaction thereof and discharge of my lien to same. This 23 day of [illegible]

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,E.B. RUCKER, A WIDOWER,

have this day bargained and sold, and do hereby transfer and convey, unto the said J.C. HOWELL AND WIFE, LONIE HOWELL,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

FIRST: BEING A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE 9TH.,FORMERLY THE 14TH.,CIVIL DISTRICT OF DAVIDSON COUNTY,TENNESSEE, BOUNDED AS FOLLOWS: BOUNDED ON THE NORTH BY WM. MAYS, ON THE EAST BY MRS. SNEED, ON THE SOUTH BY POINTER, AND WEST, BY POINTER, CONTAINING 4 ACRES BE THE SAME MORE OR LESS.

SECOND:SITUATED IN THE OLD 14TH., NEW 9TH., CIVIL DISTRICT OF DAVIDSON COUNTY,BEGINNING AT A.ALLISON'S SOUTHEAST CORNER;THENCE S.12½° E.51.2 POLES TO A STAKE;THENCE S.0° W.19½ POLES TO A STAKE;THENCE S.15° W.14.5 POLES;THENCE S.4½° E.12.2 POLES, M.83½° E.1.8 POLES;THENCE S.13° E.13.8 POLES TO A STAKE NEAR A BRANCH;THENCE N.87°E.4½ POLES; THENCE S. 63° E.38.6 POLES TO A STONE CALLING FOR A BEECH AND GUM, LINTON'S CORNER; THENCE E.118 POLES TO A DOGWOOD, SASSAFRAS AND BEECH NEAR TOP OF RIDGE, POTTS AND LINTONS CORNER;THENCE N.30° W.106.5 POLES ALONG AN OLD MARKED LINE TO A STONE OPPOSITE THE MOUTH OF A CREEK; THENCE N.14° W.27 POLES TO AN ELM IN A CREEK; THENCE N.15° W.15.6 POLES TO A POPLAR, OLD CORNER;THENCE N. 23 DEGREES W.78 POLES TO A STAKE AND BEECH POINTER;THENCE N. 87½° W.58.5 POLES ALONG A MARKED LINE TO AN OLD BEECH CORNER; THENCE S.2½° W.77 POLES TO THE BEGINNING CONTAINING 128 ACRES AND 71 POLES MORE OR LESS, INCLUDING AND EXCLUDING THE 76 ACRES AND 92 POLES CONVEYED TO E.B. MCBRIDE BY DEED RECORDED IN BOOK 497 PAGE 268, R.O.D.C. TENNESSEE.

INCLUDING AND EXCLUDING OUT OF THE ABOVE TRACT 1½ ACRES, MORE OR LESS, LYING BETWEEN THE HESTER AND BEASLEY ROAD AND URSERY LAND, THE PART EXCLUDED IS BOUNDED ON THE SOUTH BY AUSTIN, ON THE WEST AND NORTH BY SAID ROAD AND ON THE EAST BY URSERY. THE ABOVE LAND WAS CONVEYED TO E.B. RUCKER BY DEED OF J.C. CARTWRIGHT, RECORDED IN BOOK 633, PAGE 433, R.O.D.C. TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J.C. HOWELL AND WIFE, LONIE HOWELL,THEIR 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 unencumbered.

I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said J.C. HOWELL AND WIFE LONIE HOWELL,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 J.C. HOWELL AND WIFE, LONIE HOWELL

do hereby transfer and convey unto H.C. PEARSON , 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.