WE, , the said N.H.MAXWELL AND WIFE FRANCES ALLYNE MAXWELL, , do hereby agree to AGAINST FIRE AND TORNADO 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 $ INSURABLE VALUE 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 N.H.MAXWELL AND WIFE FRANCES ALLUNE MAXWELL, , 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 N.H.MAXWELL AND WIFE FRANCES ALLYNE MAXWELL 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 HOWARD GARDNER, 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 KATHERINE MCGOVERN SINGLE,

and N.H. MAXWELL AND WIFE FRANCES ALLYNE MAXWELL, , hereunto set our hands

at NASHVILLE , Tennessee, this the 26 day of JUNE , 19 39.

KATHERINE MCGOVERN
N.H.MAXWELL,
FRANCES ALLYNE MAXWELL,

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 KATHERINE MCGOVERN SINGLE AND N. H.MAXWELL AND WIFE FRANCES ALLYNE MAXWELL,

the bargainors , 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 26 day of JUNE , 19 39.

My commission expires OCT. 15, 1939

(Seal) FRED K.JONES,
Notary Public.

U.S.R.S $1.50

RECD JUNE 27TH 1939 AT 9;22 A.M.

411M MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1116

FOR AND IN CONSIDERATION of the sum of ($5000.00) FIVE THOUSAND AND NO/100 DOLLARS

of which ~~DOLLARS has been paid in cash by the said~~ , the receipt of which is hereby acknowledged, and for the remainder DOLLARS

REPRESENTED BY ONE PRINCIPAL NOTE FOR SAID SUM DATED JUNE 28, 1939, SIGNED BY W.J. VAUGHN AND WIFE EVELYN P. VAUGHN, AND PAYABLE TO THE ORDER OF A.H. NOBLE, ON OR BEFORE FIVE DAYS AFTER DATE.

~~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~~ principal and interest, ~~and attorney's fees, a lien is expressly retained on the land herein conveyed~~

WE A. H.NOBLE AND WIFE ALBERTA D. NOBLE,

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

BEING LOTS NOS.26 AND 27 ON THE MAP OF R.W.BRATTON AND COMPANY'S SUBDIVISION OF BRENTWOOD GARDENS SUBDIVISION, NOT OF RECORD,DESCRIBED ACCORDING TO A COPY OF A SURVEY THEREOF MADE NOVEMBER 1934, BY W.B. SOUTHGATE , SURVEYOR AS FOLLOWS

BEGINNING AT A POINT IN THE WEST MARGIN OF COUNTY ROAD, THE COMMON CORNER OF LOTS NOS. 27 AND 28, BEING ALSO 300 FEET SOUTH OF THE SOUTHERLY MARGIN OF JORDAN ROAD, RUNNING THENCE WITH THE LINE BETWEEN SAID LOTS NOS. 27 AND 28 WESTWARDLY 390.9 FEET TO A POINT, THE COMMON CORNER OF LOTS NOS.27,28,31 AND 32, ON SAID PLAN THENCE WITH THE LINE BETWEEN LOTS NOS.27,32, 33, AND 26 SOUTHWARDLY 300 FEET TO A POINT, THE COMMON CORNER OF LOTS NOS. 25,26,33, AND 34, ON SAID PLAN THENCE WITH THE LINE BETWEEN LOTS NOS. 26 AND 25 EASTWARDLY 399.3 FEET TO THE WEST MARGIN OF SAID COUNTY ROAD; THENCE WITH THE MARGIN OF SAME NORTHWARDLY 300 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO A. H. NOBEE BY DEED FROM J.M. WHITSITT, TRUSTEE, OF RECORD IN BOOK 1110 PAGE 86, REGISTER'S OFFICE FOR SAID COUNTY

THIS CONVEYANCE IS MADE SUBJECT TO CERTAIN BUILDING RESTRICTIONS CONTAINED IN THE DEED FROM J.M.WHITSITT, TRUSTEE, TO A. H.NOBLE OF RECORD IN BOOK 1110 PAGE 86, SAID REGISTER'S OFFICE.

I declare that I am the true and lawful holder of the claim secured by the within instrument which is recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 27 day of June 1939.

Attest: K.W. Noble
DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J.W.VAUGHN AND WIFE EVELYN P. VAUGHN, 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 W.J.VAUGHN AND WIFE EVELYN P.VAUGHN, 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 W.J.VAUGHN AND WIFE EVELYN P.VAUGHN

do hereby transfer and convey unto J.E. MALONE , 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.