WE , the said FREDDIE B. BROWN AND WIFE CEDELL BROWN , 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 $ 700.00 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 herein, the same to bear interest from the date of such payment.

Now, if WE , the said FREDDIE B. BROWN AND WIFE, CEDELL BROWN , 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 outcery, 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~~ THREE 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 FREDDIE B. BROWN AND WIFE, CEDELL BROWN, 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 V.H.DIXON 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 MABLE CHENAULT AND HUSBAND MIDOW CHENAULT

and FREDDIE B. BROWN AND WIFE, CEDELL BROWN , hereunto set our hands

at NASHVILLE , Tennessee, this the 22ND day of MARCH , 1940.

MABLE CHENAULT
MIDOW CHENAULT
FREDDIE B. BROWN
CEDELL BROWN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, AMELIA B. SMITH , a Notary Public in and for said County and State, the within named MABLE CHENAULT AND HUSBAND MIDOW CHENAULT AND FREDDIE B.BROWN AND WIFE, CEDELL BROWN 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 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 22ND day of MARCH 1940.

My commission expires 10-13-1942 (Seal) AMELIA B. SMITH
Notary Public.

U.S.R.S. $1.00

REC'D MAY 29,1940 AT 12:20 P.M.

INSTALLMENT DEED

Book No. 1139

FOR AND IN CONSIDERATION of the sum of ($5100.00 FIVE THOUSAND ONE HUNDRED AND NO/100 DOLLARS of which FIVE HUNDRED AND NO/100 DOLLARS has been paid in cash by ARCHIBALD N. MCPHERSON , the receipt of which is hereby acknowledged, and for the remainder ($4600.00) FOUR THOUSAND SIX HUNDRED AND NO/100 - - - - - - - - - - DOLLARS the said ARCHIBALD N. MCPHERSON HAS EXECUTED ONE PROMISSORY NOTE OF EVEN DATE HEREWITH, THE TERMS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE, WITH INTEREST FROM JULY 1, 1940, AT THE RATE OF FIVE PER CENT PER ANNUM (5%) ON THE UNPAID BALANCE UNTIL PAID. THE SAID PRINCIPAL AND INTEREST SHALL BE PAYABLE TO THE ORDER OF JESSIE HARLAN LAWSON, AND PAYABLE AT THE OFFICE OF COMMERCE UNION BANK, IN NASHVILLE, TENNESSEE, OR AT SUCH OTHER PLACEAS THE HOLDER OF THE NOTE MAY DESIGNATE IN WRITING, IN MONTHLY INSTALLMENTS OF THIRTY SIX AND 39/100 ($36.39) COMMENCING ON THE FIRST DAY OF AUGUST 1940, AND A LIKE SUM ON THE FIRST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL THE PRINCIPAL AND INTEREST ARE FULLY PAID; AND SAID NOTE PROVIDING IN ITS FACE THAT EACH INSTALLMENT WHEN PAID IS TO BE APPLIED, FIRST, TO THE PAYMENT OF INTEREST AND THE BALANCE TO THE PAYMENT OF PRINCIPAL,

I declare that I am ... Archibald McPherson ... Paul ... Jessie ... 1940 ... Paul ... Jessie ...

INSTALLMENTS MATURITY all of said ~~note~~ 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, JESSIE HARLAN LAWSON AND WIFE, SALLIE P. LAWSON

have this day bargained and sold, and do hereby transfer and convey, unto the said ARCHIBALD N. MCPHERSON, UNMARRIED, HIS heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING LOT NO. 61 AND A TRIANGULAR SHAPED LOT OFF THE EASTERLY SIDE OF LOT NO. 60 ON THE MAP OF M. N. YOUNG'S PARK VIEW SUBDIVISION, AS OF RECORD IN BOOK 547, PAGE 173, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, DESCRIBED TOGETHER AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF GLENWOOD AVENUE, AT THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF THE GLENDALE CAR LINE OF THE NASHVILLE RAILWAY AND LIGHT COMPANY, RUNNING THENCE SOUTHWESTERLY WITH SAID RIGHT-OF-WAY LINE, 212 FEET TO THE SOUTHEAST CORNER OF SAID LOT 61; THENCE WESTERLY WITH THE SOUTHERN LINE OF SAID LOTS 60 AND 61, PASSING THE SOUTHWEST CORNER OF SAID LOT 61 AT 526.3 FEET, IN ALL 546.3 FEET; THENCE 190 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 60, BEING THE NORTHWEST CORNER OF LOT 61; THENCE EASTERLY WITH THE SOUTHERLY SIDE OF SAID GLENWOOD AVENUE, 527.5 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO JESSIE HARLAN LAWSON BY DEED FROM ISABELLE BURNHAM BALLARD AND HUSBAND, SIDNEY W. BALLARD, AS OF RECORD IN BOOK 1149, PAGE 167, SAID REGISTER'S OFFICE.

THIS CONVEYANCE IS SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN THE DEED OF RECORD IN BOOK 815, PAGE 190 REGISTER'S OFFICE FOR SAID COUNTY; AND FURTHER SUBJECT TO TAXES FOR THE YEAR 1940 WHICH THE GRANTEE HEREIN ASSUMES AND AGREES TO PAY.

THE VENDOR'S LIEN NOTE ABOVE DESCRIBED MAY BE PAID PRIOR TO MATURITY ON ANY PRINCIPAL AND INTEREST DUE DATE IN MULTIPLES OF $50.00 AND ANY PAYMENTS SO MADE SHALL EFFECT A PRO-RATA REDUCTION IN THE INTEREST.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ARCHIBALD N. MCPHERSON, UNMARRIED, HIS 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.

EXCEPT AS HEREINBEFORE SET OUT.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ARCHIBALD N. MCPHERSON, HIS 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 ME ~~INSTALLMENTS~~ NOTE OR ANY INSTALLMENTS THEREOF in hand paid I , the said ARCHIBALD N. MCPHERSON do hereby transfer and convey unto W. C. BREEDLOVE , 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.