I, the said WILLIAM ROY BOWEN, 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 $ 600.00 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.

I 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 I 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 I, the said WILLIAM ROY BOWEN, 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 THREE conveyance shall be of no further force or effect. But if I 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, I 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.

I 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. I 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 WILLIAM ROY BOWEN HIS 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 B. O. BRILEY 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 MRS. ANNIE HUTTON

and WILLIAM ROY BOWEN, hereunto set our hands

at NASHVILLE, Tennessee, this the 25TH day of MARCH, 19 38.

MRS. ANNIE HUTTON
WILLIAM ROY BOWEN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, F. E. BOWERS, a Notary Public in and for said County and State, the within named MRS. ANNIE HUTTON AND WILLIAM ROY BOWEN

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

X

, 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 7 day of DECEMBER 19 38.

My commission expires JANUARY 16, 1940

(Seal) F. E. BOWERS
Notary Public.

U.S.R.S. $1.00

REC'D AUG 26, 1940 AT 2.00 P.M.

NUMBER 44294 RECORDED AUGUST 28TH, 1940 FRANCES HARRELL MEADORS TO LUCILE MCCREA EVANS,

INSTALLMENT DEED

Book No. 1169

FOR AND IN CONSIDERATION of the sum of TWENTY ONE THOUSAND SIX HUNDRED TWENTY FIVE AND/ NO/100 ($21.625.00) DOLLARS

of which FIVE THOUSAND THREE HUNDRED TWELVE AND 50/100 ($5,312.50) DOLLARS has been paid in cash by LUCILE MCCREA EVANS, , the receipt of which is hereby acknowledged, and for the remainder OF SIXTEEN THOUSAND THREE HUNDRED TWELVE AND 50/100 ($16.312.50) DOLLARS the said LUCILE MCCREA EVANS, HAS ASSUMED PAYMENT OF AN INDEBTEDNESS SECURED BY A DEED OF TRUST EXECUTED BY MRS. FRANCES HARRELL MEADORS A WIDOW, TO A. HARRISON ROBERTS, TRUSTEE OF RECORD IN BOOK 1143, PAGE 1, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. TO SECURE TO NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY ONE NOTE DATED DECEMBER 2, 1939, FOR $7500.00 , PAYABLE IN SEMI-ANNUAL INSTALLMENTS OF $187.50 BEGINNING JULY 1, 1940, AND THE BALANCE BEING DUE JANUARY 1, 1950, WITH INTEREST AT 4½ % PER ANNUM PAYABLE SEMI- ANNUALLY ON THE 1ST DAYS OF JANUARY AND JULY OF EACH YEAR, SAID NOTE HAVING BEEN REDUCED TO $7,312.50 AND INTEREST THEREON HAVING BEEN PAID TO JULY 1, 1940, AND HAS EXECUTED HER THREE PRINCIPAL PROMISSORY NOTES FOR $3000.00 EACH, OF EVEN DATE HEREWITH AND DUE IN ONE TWO AND THREE YEARS RESPECTIVELY, WITH INTEREST FROM DATE AT THE RATE OF 4% PER ANNUM, PAYABLE SEMI- ANNUALLY, WHICH NOTES ARE ALSO SIGNED BY SILLIMAN EVANS,

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and do hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 17 day of June 1943

Attest: [signature] DEPUTY REGISTER

~~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 FRANCES HARRELL MEADORS, A WIDOW,

~~have~~ HAS this day bargained and sold, and do ~~have~~ ES hereby transfer and convey, unto the said LUCILE MCCREA EVANS, HER heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

A TRACT OFLAND IN THE 7TH FORMERLY 11TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS;

BEGINNING AT A STAKE THE INT ERSECTION OF THE CENTER OF OTTER CREEK ROAD AND THE WESTERLY RIGHT OF WAY OF LINE OF THE NASHVILLE INTERURBAN RAILWAY, THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO R.T. BARRETT AND WIFF KATHRYN M. BARRETT, BY DEED FROM MRS. SARAH E. BAXTER OF RECORD IN BOOK 1040 PAGE 129, REGISTER'S OFFICE FOR SAID COUNTY; THENCE NORTH 86½ DEGREES WEST WITH THE CENTER OF SAID OTTER CREEK ROAD AND WITH THEIR NORTHERN BOUNDARY LINE 750 FEET MORE OR LESS TO THEIR NORTHWEST CORNER ; THENCE LEAVING SAID ROAD AND WITH THE NORTHERN BOUNDARY LINE OF A TRACT OF LAND CONVEYED TO HOOPER LOVE AND WIFE, RACHEL HOWELL LOVE BY DEED FROM SARAH ELIZABETH BAXTER OF RECORD IN BOOK 936, PAGE 724, SAID REGISTER'S OFFICE NORTH 89 DEGREES WEST 850 FEET, SOUTH 89 DEGREES WEST 400 FEET AND SOUTH 82 DEGREES WEST 258 FEET TO THE SOUTHWEST CORNER OF THE ORIGINAL MRS. ELIZABETH W. PHILLIPS' TRACT; THENCE NORTH 3 DEGREES EAST WITH THE WESTERN BOUNDARY LINE OF SAID ORIGINAL TRACT 460 FEET; THENCE SOUTH 88 DEGREES EAST 2218 FEET TO A STAKE IN THE WESTERN RIGHT OF WAY LINE OF SAID INTERURBAN RAILWAY AND THENCE SOUTH 2¼ DEGREES EAST WITH SAID RIGHT OF WAY LINE 384 FEET TO THE BEGINNING, CONTAINING 20 ACRES MORE OR LESS,

BEING THE SAME PROPERTY CONVEYED TO FRANCES HARRELL MEADORS BY DEED FROM C.F. THOMPSON AND WIFE OF RECORD IN BOOK 465, PAGE 395, SAID REGISTER'S OFFICE

TAXES FOR THE YEAR 1940 ARE ASSUMED BY THE PURCHASER SAME HAVING BEEN PRO RATED AND ADJUSTED IN THE SETTLEMENT.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LUCILE MCCREA EVANS, HER 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. EXCEPT AS HERETOFORE MENTIONED.

I, further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said LUCILE MCCREA EVANS, HER 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 LUCILE MCCREA EVANS AND HUSBAND SILLIMAN EVANS, do hereby transfer and convey unto C.D. RIPPY, 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.