WE , the said W. C. HAGAN AND WIFE, LELA HAGAN , 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 $ 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 W. C. HAGAN AND WIFE, LELA HAGAN , 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 W..C. HAGAN AND WIFE, LELA HAGAN, 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 M. N. YOUNG 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 E. TIDWELL AND WIFE, ORA LEE TIDWELL and W. C. HAGAN AND WIFE, LELA HAGAN , hereunto set our hands at NASHVILLE , Tennessee, this the 2ND day of SEPT , 19 40 .

E. TIDWELL
ORA LEE TIDWELL
W. C. HAGAN
LELA HAGAN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RUBY NAYLOR , a Notary Public in and for said County and State, the within named E. TIDWELL AND WIFE, ORA LEE TIDWELL; AND W. C. HAGAN AND WIFE, LELA HAGAN 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 having appeared before me privately and apart from husband , the said X , 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. X

Witness my hand and official seal at Nashville, Tennessee, this 16TH day of SEPTEMBER 19 40 .

My commission expires JULY 5, 1944 (Seal) RUBY NAYLOR Notary Public.

U.S.R.S. $4.40

REC'D SEPT 17, 1940 AT 11;10 A.M.

INSTALLMENT DEED

Book No. 1169

FOR AND IN CONSIDERATION of the ~~sum of~~ STATEMENTS BELOW AND DOLLARS DOLLARS of which THREE HUNDRED ($300.00) DOLLARS has been paid in cash by HENRY HAYDEN REASONER . the receipt of which is hereby acknowledged, and for the remainder ------ DOLLARS the said HENRY HAYDEN REASONER

HAS ASSUMED TO PAY AND HEREBY AGREES TO PAY THE BALANCE OF THE DEBT OR NOTES MADE BY W.E.BROOKS AND WIFE, WILLIE MAY, AND DAUGHTERS OPAL, AND GAYNELLE BROOKS TO THE FLEET OF THE SAILORS, DATED DECEMBER 30, 1939 AS EVIDENCED BY DEED OF TRUST TO NOAH W. COOPER, TRUSTEE, OF RECORD IN BOOK 1138, PAGE 199, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE; WHICH DEBT WHICH WAS ORIGINALLY $2100.00 AND HAS BEEN REDUCED BY THE PAYMENT OF THE INTEREST TO DATE; AND FOR THE FURTHER CONSIDERATION THAT SAID REASONER HEREBY AGREES TO PAY THE BALANCE DUE TO BE PAID BY W.E.BROOKS AND WILLIE MAY BROOKS ON THE NOTES EXECUTED BY THEM TO THE ORDER OF W.C.HAGAN, FOR LOTS NOS. 40 AND 42 ON THE PLAN OF MAPLEWOOD HEIGHTS SUBDIVISION AS OF RECORD IN BOOK 547, PAGE 77 AND 78 OF SAID REGISTERS OFFICE; AND FOR THE FURTHER CONSIDERATION THAT SAID REASONER HAS EXECUTED HIS THREE LIEN NOTES, DATED JUNE 1ST, 1940; THE FIRST FOR $70.00 PAYABLE 18 MONTHS AFTER DATE; THE SECOND FOR $75.00 PAYABLE 30 MONTHS AFTER DATE; AND THE THIRD NOTE FOR $75.00 DUE 42 MONTHS AFTER DATE; ALL BEARING 6% INTEREST AND PAYABLE TO W.E.BROOKS; WHICH SAID NOTES TO THE FLEET OF THE SAILORS, AND TO W.C.HAGAN ARE SECURED, THE FIRST BY DEED OF TRUST OF RECORD IN BOOK 1138, PAGE 199; AND THE SECOND SERIES OF NOTES TO W.C.HAGAN, ARE SECURED BY INSTALLMENT DEED OF RECORD IN BOOK 1116, PAGE 200; IN CONSIDERATION OF ALL THIS WE, W.E. BROOKS AND WIFE, WILLIE MAY BROOKS HEREBY ASSIGN, TRANSFER AND CONVEY IN FEE, ABSOLUTE TO HENRY HAYDEN REASONER SAID LOTS 40 AND 42 ON THE PLAN OF MAPLEWOOD HEIGHTS SUBDIVISION AS OF RECORD IN BOOK 547, PAGE 77 AND 78 OF SAID REGISTERS OFFICE; AND ALSO LOT NO.41 IN THE SAID PLAN OF MAPLEWOOD HEIGHTS SUBDIVISION; SAID LOT NO.41 FRONTING 100 FEET ON THE EASTERLY SIDE OF SAUNDERS AVENUE, IN THE NORTHERN SURBURB OF NASHVILLE, TENNESSEE, AND RUNS BACK BETWEEN PARALLEL LINES 300 FEET TO THE WEST MARGIN OF THE L. & N. RAILROAD RIGHT-OF-WAY; SAID LOT NO. 40 FRONTS

~~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~~

~~have this day bargained and sold, and do hereby transfer and convey, unto the said~~

~~heirs and assigns, certain real estate in Davidson County,~~

~~Tennessee, as follows:~~

100 FEET ON THE EASTERLY SIDE OF SAID SAUNDERS AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 300 FEET TO THE WEST MARGIN OF OF SAID L. & N. RIGHT-OF-WAY; SAID LOT NO.42 BEGINS AT THE SOUTHEAST CORNER OF SAUNDERS AVENUE AND MAPLEWOOD LANE, RUNNING THENCE WITH THE EASTERLY MARGIN OF SAID AVENUE SOUTHWARDLY 139 FEET TO THE CORNER OF LOT. NO. 41 OF SAID SUBDIVISION AND SAID LOT NO.42; THENCE WITH THE LINE BETWEEN SAID TWO LOTS EASTWARDLY 300 FEET TO THE WESTERLY MARGIN OF THE L. & N. RAILROAD RIGHT-OF-WAY; THENCE WITH SAID RIGHT-OF-WAY NORTHWARDLY 14.8 FEET TO THE SOUTH CORNER OF THE DEPOT LOT; THENCE WITH THE WESTERLY LINE OF SAID LOT IN A NORTHWESTERLY DIRECTION 218 FEET TO THE SOUTHERLY MARGIN OF MAPLEWOOD LANE; THENCE WITH THE SOUTHERLY MARGIN OF SAID LANE WESTWARDLY 138.6 FEET TO THE BEGINNING. ON SAID LOT 41 WE, W.E.BROOKS AND WIFE NOW RESIDE.

SAID LOTS NOS. 40, 41 AND 42 ARE THE SAME LOTS CONVEYED BY W.C.HAGAN AND WIFE TO W.E.BROOKS AND WIFE BY DEEDS OF RECORD IN BOOK 1109, PAGE 303, AND BOOK 1116, PAGE 200, OF SAID REGISTERS OFFICE. THE 3 NOTES HEREIN MENTIONED BY REASONER TO BROOKS ARE SUBJECT TO THE FIRST DEEDS OF TRUST TO NOAH W.COOPER HEREIN MENTIONED, AND TO A LIEN OF W.C.HAGAN ON LOTS 40 AND 42.

Attest: REGISTER'S OFFICE ... I declare that the claim secured by the instrument which is recorded on the face of the lien to secure ... 1942

I declare that I am the true and lawful holder of the claim secured by the instrument which is recorded on the face of the lien to secure the same in full. This ... day of ... 1942 Willie May Brooks

Attest: DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HENRY HAYDEN REASONER, -- 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 HEREIN STATED.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said HENRY HAYDEN REASONER, 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 US in hand paid WE , the said HENRY HAYDEN REASONER & WIFE, FLORENCE EDNA, do hereby transfer and convey unto NOAH W.COOPER , 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.