WE , the said W.G. HITT AND WIFE, EUNICE HITT , 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 $ -- 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.G. HITT AND WIFE, EUNICE HITT , 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 W.G. HITT AND WIFE, EUNICE HITT 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 W.C. MONCRIEF 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 W.C. MONCRIEF & CO , INC

and W.G. HITT AND WIFE, EUNICE HITT , hereunto set our hands

at GOODLETTSVILLE , Tennessee, this the 11 day of AUGUST , 19 38.

W.C. MONCRIEF & CO INC
W.C. MONCRIEF PRES
W.G. HITT
EUNICE HITT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, GEO. T. SAIN , a Notary Public in and for said County and State, the within named W.G. HITT AND WIFE, EUNICE HITT

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 X freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

GOODLETTSVILLE

Witness my hand and official seal at ~~Nashville~~, Tennessee, this 12 day of AUGUST 1938.

My commission expires JULY 2ND 1938

(Seal) GEO. T. SAIN
Notary Public.

STATE OF TENNESSEE COUNTY OF DAVIDSON

BEFORE ME, GEO. T. SAIN A NOTARY PUBLIC OF THE STATE AND COUNTY ~~AND~~ AFORESAID, PERSONALLY APPEARED W.C. MONCRIEF, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH, ACKNOWLEDGED HIMSELF TO BE PRESIDENT OF W.C. MONCRIEF & COMPANY, INC., THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH PRESIDENT BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS PRESIDENT.

WITNESS MY HAND AND SEAL AT GOODLETTSVILLE, TENNESSEE, THIS 12 DAY OF AUGUST 1938.

(SEAL) GEO. T. SAIN, NOTARY PUBLIC
COM. EXPIRES JULY 2 1939

U.S.R.S. $1.10
REC'D SEPT 21, 1940 AT 10:02 A.M.

INSTALLMENT DEED

Book No. 1169

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND AND NO/100 ($2,000.00) - - - - DOLLARS

of which ONE HUNDRED ($100.00) AND NO/100 - - - - - - - - DOLLARS has been paid in cash by JESSE FARROW PATE AND WIFE, VIRTIE IDELLA, ~~PATE~~ receipt of which is hereby acknowledged, and for the remainder NINETEEN HUNDRED AND NO/100 ($1,900.00) - - - - - - - - - DOLLARS the said JESSE FARROW PATE AND WIFE, VIRTIE IDELLA PATE HAVE THIS DAY SIGNED AND EXECUTED THEIR 119 VENDOR'S LIEN NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF MISS CARRIE COLEMAN, THE FIRST 118 OF SAID NOTES ARE IN THE PRINCIPAL SUM OF $16.00 EACH, WHILE THE LAST OF 119TH NOTE IS IN THE PRINCIPAL SUM OF $12.00; THE FIRST ONE OF SAID NOTES IS DUE ON THE 1~~ST~~ at DAY OF FEBRUARY 1937, AND ONE NOTE IS DUE THEREAFTER, IN NUMERICAL ORDER, ON THE 1ST DAY OF EACH SUCCEEDING MONTH, THE LAST OR 119TH NOTE BEING DUE DECEMBER 1, 1946; SAID NOTES ARE PAYABLE ON OR BEFORE MATURITY.

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, MISS CARRIE COLEMAN, AN UNMARRIED WOMAN,

have this day bargained and sold, and do hereby transfer and convey, unto the said JESSE FARROW PATE AND WIFE, VIRTIE IDELLA PATE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

IN BEING/THE 6TH (FORMERLY THE 9TH) CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, ON THE MAP OF PATTERSON'S SUBDIVISION OF MAPLE HILL, AS OF RECORD IN BOOK 332, PAGE 75, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND BEING LOTS NOS. 58 AND 59 OF SAID SUBDIVISION.

SAID LOTS NOS. 58 AND 59 FRONT 50 FEET EACH ON THE NORTHERLY SIDE OF PATTERSON STREET, AND RUN BACK BETWEEN PARALLEL LINES 175 FEET TO AN ALLEY, LOT NO. 58 RUNNING BACK WITH THE WESTERLY MARGIN OF MEAD AVENUE.

AND BEING PART OF THE SAME PROPERTY CONVEYED TO WILLIAM COLEMAN BY DEED OF H. G. SIVLEY AND WIFE, VERA SIVLEY, BY DEED RECORDED IN BOOK 682, PAGE 612, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE; AND BEING ONE OF THE TRACTS OF LAND INHERITED BY THE SAID MISS CARRIE COLEMAN AS ONE OF THE HEIRS AT LAW OF WILLIAM COLEMAN, NOW DECEASED, AND BY PARTITION DEED FROM MRS. LAURA COLEMAN, WIDOW OF WILLIAM COLEMAN, AND MRS. W. H. RADABAUGH AN HEIR OF WILLIAM COLEMAN, OF RECORD IN BOOK - - PAGE - - REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TAXES FOR 1937 ASSUMED BY THE PURCHASERS.

I declare that I am the true and lawful owner of the property described in the within deed, and have the right to convey the same in fee simple.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JESSE FARROW PATE AND WIFE, VIRTIE IDELLA PATE, 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 JESSE FARROW PATE AND WIFE, VIRTIE IDELLA PATE, 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 JESSE FARROW PATE AND WIFE, VIRTIE IDELLA PATE do hereby transfer and convey unto E. L. RADABAUGH , 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.