WE , the said MCNISH BROS. , 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 $ VACANT LANDS 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.

– 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 – 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 MCNISH BROS. , 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 US OR OUR REPRESENTATIVES 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 BISCOE GRIFFITH 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. J. ALLEN, TRUSTEE, W. J. ALLEN AND WIFE KATE M. ALLEN & E. M. and MCNISH BROS. A PARTNERSHIP COMPOSED OF T. H./MCNISH , hereunto set our hands at NASHVILLE , Tennessee, this the 12TH day of SEPT , 19 40.

W. J. ALLEN, TRUSTEE
W. J. ALLEN
KATE M. ALLEN
E. M. MCNISH, PARTNER
MCNISH BROS. BY T. H.MCNISH
E. M. MCNISH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, V. H. ELLIS , a Notary Public in and for said County and State, the within named T. H. MCNISH AND E. M. MCNISH, REPRESENT THEMSELVES AS BEING PARTNERS OF MCNISH BROS. 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 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.

Witness my hand and official seal at MADISON Nashville, Tennessee, this 16 day of SEPT 1940.

My commission expires OCT 14, 1943

(Seal) V. H. ELLIS
Notary Public.

STATE OF TENNESSEE - DAVIDSON COUNTY
PERSONALLY APPEARED BEFORE ME, PANSY MAI LANE A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED W. J. ALLEN TRUSTEE AND W. J. ALLEN INDIVIDUALLY AND WIFE KATE M. ALLEN THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, THIS 14 DAY OF SEPT. 1940
COM. EXPIRES OCT 20, 1942 (SEAL) PANSY MAI LANE, NOTARY PUBLIC
U.S.R.S. $2.75
REC'D OCT 11, 1940 AT 1:31 P.M.

INSTALLMENT DEED

Book No. 1169

FOR AND IN CONSIDERATION of the sum of FORTY SEVEN HUNDRED AND FIVE AND ($4705.00) 00/100 DOLLARS of which THREE HUNDRED AND ($300.00) 00/100 -- DOLLARS has been paid in cash by A.D.PERRY AND WIFE, BESSIE LOUISE PERRY , the receipt of which is hereby acknowledged, and for the remainder OF FORTY FOUR HUNDRED AND FIVE AND ($4405.00) 00/100 -- DOLLARS the said A.D.PERRY AND WIFE, BESSIE LOUISE PERRY,

HAVE EXECUTED AND DELIVERED THEIR 76 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF LOUIS F. VONDOHLEN AND WIFE, LENA VONDOHLEN, THE FIRST ONE OF SAID NOTES BEING FOR THE SUM OF $150.00 AND THE NEXT 24 OF SAID NOTES BEING FOR $10.00 EACH AND THE NEXT 50 NOTES BEING FOR $20.00 EACH AND ONE, THE LAST NOTE BEING FOR $15.00.

THE FIRST ONE OF SAID NOTES FALLS DUE ON OR BEFORE THE 12TH DAY OF NOVEMBER 1940 AND ONE ON OR BEFORE THE 12TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL HAVE BEEN PAID.

AND FOR THE BALANCE THE SAID A.D. PERRY AND BESSIE LOUISE PERRY ASSUME AND AGREE TO PAY A MORTGAGE THAT IS NOW ON SAID PROPERTY IN THE AMOUNT OF $3000.00, WHICH IS OF RECORD IN BOOK 1123, PAGES 206 AND 207, REGISTERS OFFICE FOR SAID COUNTY.

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

WE, LOUIS F.VON DOHLEN AND WIFE, LENA VON DOHLEN

have this day bargained and sold, and do hereby transfer and convey, unto the said A.D.PERRY AND WIFE, BESSIE LOUISE PERRY, THEIR heirs and assigns, certain real estate in Davidson County Tennessee. as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO.72 AND THE EASTERLY HALF OF LOT NO.73 ON THE PLAN OF M.N.YOUNG'S INGLEWOOD ANNEX AS OF RECORD IN BOOK 547, PAGE 197, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO.72 FRONTS 51 FEET 4 INCHES ON THE SOUTHERLY SIDE OF NORVEL AVENUE AND RUNS BACK 145 FEET, MORE OR LESS, ON THE WESTERLY LINE AND 142 FEET 10 INCHES ON THE EASTERLY LINE WITH THE WESTERLY MARGIN OF KATHERINE STREET TO THE NORTHERLY LINE OF LOT NO.75 AND MEASURES 50 FEET THEREON.

SAID PART OF LOT NO.73 FRONTS 25 FEET 10 INCHES ON THE SOUTHERLY SIDE OF NORVEL AVENUE AND RUNS BACK 145 FEET, MORE OR LESS, ON THE EASTERLY LINE AND 149 FEET, MORE OR LESS, ON THE WESTERLY LINE TO THE NORTHERLY LINE OF LOT NO. 75 AND MEASURES 25 FEET THEREON.

BEING THE SAME PROPERTY CONVEYED TO LOUIS F. VON DOHLEN AND WIFE, LENA VON DOHLEN, BY DEED FROM M.N.YOUNG AND WIFE, OF RECORD IN BOOK 782, PAGE 406, SAID REGISTERS OFFICE.

THE SAID PROPERTY IS CONVEYED SUBJECT TO THE RESTRICTIVE COVENANTS CONTAINED IN DEED FROM M.N.YOUNG AND WIFE, TO LOUIS F.VON DOHLEN AND WIFE, OF RECORD IN BOOK 782, PAGE 406, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE AND DATED OCTOBER 2, 1939.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said A.D.PERRY AND WIFE, BESSIE LOUISE PERRY, 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. EXCEPT AS HEREIN STATED AND FOR THE 1940 TAXES, WHICH THE PURCHASER ASSUMES. WE further covenant and bind OURSELVES & OUR heirs and representatives, to warrant and forever defend the title to said real estate to said A.D.PERRY AND WIFE, BESSIE LOUISE PERRY, 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 A.D.PERRY AND WIFE, BESSIE LOUISE PERRY do hereby transfer and convey unto J.G.WRIGHT, , 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.