WE , the said THOMAS A. NOAH, JR AND WIFE, RUBYE TINDALL NOAH , 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 $ 1,950. 00 fire and tornadoes ~~STRICKEN OUT~~ in favor of the owners and holders of said notes, 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 THOMAS A. NOAH JR AND WIFE, RUBYE TINDALL NOAH , 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 THOMAS A. NOAH, JR AND WIFE, RUBYE TINDALL NOAH, 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 ROBERT H. THOMAS 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 J.J. MAXWELL AND WIFE, NORA A. MAXWELL

and THOMAS A. NOAH JR AND WIFE RUBYE TINDALL NOAH , hereunto set our hands at NASHVILLE , Tennessee, this the 3RD day of JULY , 19 41.

J.J. MAXWELL
MRS. NORA A. MAXWELL
THOS A. NOAH
RUBYE TINDALL NOAH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RUTH F. WILLIAMS , a Notary Public in and for said County and State, the within named THOMAS A. NOAH, JR AND WIFE, RUBYE TINDALL NOAH 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.

Witness my hand and official seal at Nashville, Tennessee, this 3RD day of JULY 19 41.

My commission expires OCT 23 1943

(Seal) RUTH F. WILLIAMS
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RUTH F. WILLIAMS , a Notary Public in and for said County and State, the within named J.J. MAXWELL AND WIFE, NORA A. MAXWELL 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.

Witness my hand and official seal at Nashville, Tennessee, this 11TH day of JULY 1941.

My commission expires OCT 23 1943

(Seal) RUTH F. WILLIAMS
Notary Public.

U.S.R.S. $3.30
REC'D JULY 17, 1941 AT 11:00 A.M.

INSTALLMENT DEED

Book No. 1172

FOR AND IN CONSIDERATION of the sum of SEVENTY FIVE HUNDRED ($7500.00) DOLLARS

of which FIFTEEN HUNDRED ($1500,00) ~~00~~ DOLLARS has been paid in cash by ROBERT T. MOREHEAD, , the receipt of which is hereby acknowledged, and for the remainder SIX THOUSAND ($6,000.00)DOLLARS ~~DOLLARS~~

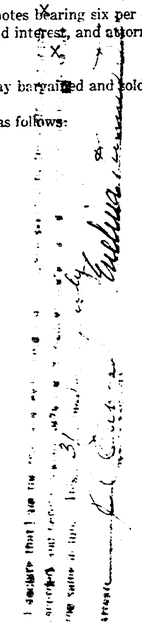
the said ROBERT T. MOREHEAD HAS ASSUMED AND DOES ASSUME AND AGREE TO PAY AN INDERTEDNESS IN THE SUM OF FOUR THOUSAND ($4,000.00)DOLLARS SECURED BY DEED OF TRUST ON THE PROPERTY HEREIN CONVEYED FROM EVELINA KENNER DAVITT AND HUSBAND, TO EUGENE PHILLIPS, TRUSTEE, OF RECORD IN BOOK 938 PAGE 326, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, SAID INDEBTEDNESS BEING REPRESENTED BY A NOTE DUE SEPTEMBER 5, 1937 WHICH HAS BEEN EXTENDED TO SEPTEMBER 5, 1941, WHICH NOTE PROVIDES FOR INTEREST, PAYABLE SEMI-ANNUALLY. ROBERT T. MOREHEAD ALSO ASSUMES ALL ACCRUED INTEREST DUE ON SAID NOTE WHICH HAS BEEN ADJUSTED IN THE SETTLEMENT BETWEEN THE PARTIES. FOR THE REMAINING TWO THOUSAND ($2,000.00) DOLLARS ROBERT T. MOREHEAD HAS EXECUTED HIS TWENTY (20) PROMISSORY NOTES OF EVEN DATE HEREWITH EACH IN THE SUM OF ONE HUNDRED ($100.00)DOLLARS, THE FIRST OF SAID NOTES BEING PAYABLE ONE MONTH AFTER DATE AND ONE EACH MONTH THEREAFTER. SAID NOTES ARE PAYABLE TO THE ORDER OF EVELINA KENNER DAVITT AND MARY HILL KENNER SLOAN AND PROVIDE FOR INTEREST AT THE RATE OF FIVE (5%) PERCENT PER ANNUM PAYABLE AT MATURITY. SAID NOTES ARE PAYABLE ON OR BEFORE MATURITY. TO SECURE THE PAYMENT OF THE AFORESAID NOTES, PRINCIPAL AND INTEREST, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED, WE, EVELINA KENNER DAVITT AND MARY HILL KENNER SLOAN, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID ROBERT T. MOREHEAD, HIS HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

"LAND IN DAVIDSON COUNTY, TENNESSEE, BEING THE RESIDENCE LOT" AS SHOWN ON THE PLAN OF WALNUT GROVE SUBDIVISION, OF RECORD IN BOOK 974 PAGE 2, OF THE REGISTER'S OFFICE OF SAID COUNTY, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY MARGIN OF WALNUT DRIVE, THE COMMON CORNER OF THIS TRACT AND LOT NO.7; THENCE WITH THE WESTERLY MARGIN OF WALNUT DRIVE SOUTH 4 DEGREES 30' WEST 322.5 FEET TO THE CORNER OF LOT NO.6; THENCE WITH THE NORTH LINE OF LOT NO.6 SOUTH 89-¾ DEGREES WEST 270 FEET TO THE EASTERLY MARGIN OF GLENSIDE AVENUE; THENCE WITH THE MARGIN OF THE SAME NORTH 4 DEGREES 30' EAST 322.5 FEET TO THE CORNER OF LOT NO.7; THENCE WITH THE LINE OF THE SAME, NORTH 89-¾ DEGREES EAST 270 FEET TO THE POINT OF BEGINNING, CONTAINING 2 ACRES."

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:



TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ROBERT T. MOREHEAD, 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ROBERT T. MOREHEAD, 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 I , the said ROBERT T. MOREHEAD

do hereby transfer and convey unto LAWRENCE B. HOWARD, 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.