I, the said KATE MONISH ALLEN, TRUSTEE, 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.

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 herein, the same to bear interest from the date of such payment.

Now, if I, the said KATE ONISH ALLEN, TRUSTEE, 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 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 KATE MONISH ALLEN, TRUSTEE, HER SUCCESSORS, 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 J. R. [illegible], JR., 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. R. [illegible], SUSIE L. [illegible], and [illegible], hereunto set our hands at [illegible], Tennessee, this the [illegible] day of [illegible], 19[illegible].

J. R. [illegible]

SUSIE L. [illegible]

KATE MONISH ALLEN
TRUSTEE

STATE OF TENNESSEE, ~~DAVIDSON~~ COUNTY.

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named [illegible], with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

And [illegible], of the said [illegible] having appeared before me privately and apart from husband, the said [illegible], 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 FEBRUARY, 19[illegible].

My commission expires [illegible]

(Seal) [illegible]
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MRS. W. E. NIX, a Notary Public in and for said County and State, the within named KATE MONISH ALLEN, TRUSTEE,

the bargainor, with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

And X, of the said X having appeared before me privately and apart from X 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 6 day of FEB., 1942.

My commission expires JULY 5 - 1945.

(Seal) MRS. W. E. NIX
Notary Public.

U.S.R.S. 20.55
RECEIVED MARCH 25, 1942, AT 8:51 A.M.

SMITH MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1172

FOR AND IN CONSIDERATION of the sum of SEVENTEEN HUNDRED ($1700.00) AND 00/100 - - - - DOLLARS of which TWO HUNDRED FIFTY ($250.00) AND 00/100 - - - - - - - - - - - DOLLARS has been paid in cash by LOUISA VAUGHTER (WIDOW) - - - - - - - - - - - , the receipt of which is hereby acknowledged, and for the remainder FOURTEEN HUNDRED FIFTY ($1450.00) AND 00/100 - - - - - - - - - - - - - DOLLARS the said LOUISA VAUGHTER HAS EXECUTED HER NINETY (90) PRINCIPAL PROMISSORY NOTES, EIGHTY NINE OF WHICH ARE FOR THE SUM OF SIXTEEN ($16.00) DOLLARS EACH; THE NINETIETH NOTE FOR THE SUM OF TWENTY SIX ($26.00) DOLLARS. THESE NOTES DO NOT BEAR INTEREST UNTIL AFTER MATURITY FOR THE INTEREST HAS BEEN COMPUTED ON THE UNPAID BALANCE AT 6% AND ADDED IN THE FACE OF EACH NOTE; THAT IS TO SAY, THE FIRST NOTE, PRIN $16. INT, $7.25; TOTAL FIRST NOTE, $23.25; EACH NOTE THEREAFTER IS FOR AN AMOUNT 8% LESS TO THE 90TH WHICH IS FOR $26.13 PRIN AND INT. ALL OF SAID NOTES ARE OF EVEN DATE WITH THIS INSTRUMENT AND PAYABLE TO THE ORDER OF MYSELF. THE FIRST ONE OF SAID NOTES IS DUE ON THE 17TH DAY OF APRIL 1942, THE OTHERS, ONE ON THE 17TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL THEY ALL MATURE, EACH AND ALL OF SAID NOTES HAVE BEEN ENDORSED BY PURCHASER AND NEGOTIATED FOR FULL FACE VALUE IN DUE COURSE OF TRADE.

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, OWEN WILSON SWINT AND WIFE, LAURA C. SWINT AND EMILY SWINT TINDALL AND HUSBAND, JOSEPH D. TINDALL, MATTHEW L. MEREDITH AND WIFE, LENA WILL MEREDITH

have this day bargained and sold, and do hereby transfer and convey, unto the said LOUISA VAUGHTER, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTHERLY 50 FEET OF THE SOUTHERLY 56 FEET OF LOT NO. 278 ON THE PLAN OF MCGAVOCK WETMORE AND OTHERS SECOND ADDITION, CALLED THE ADDITION TO THE TOWN OF MCGAVOCK, AS OF RECORD IN BOOK 21, PAGE 41, REGISTER'S OFFICE FOR SAID COUNTY.

SAID PART OF LOT NO. 278 FRONTS 50 FEET ON THE WESTERLY SIDE OF 14TH AVENUE, NORTH, FORMERLY ALBERTA AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 170 FEET TO AN ALLEY AND BEING THE SAME PROPERTY INHERITED BY SAID OWEN WILSON SWINT AND EMILY SWINT TINDALL UNDER WILL OF JOSEPH SWINT, DECEASED, SEE WILL BOOK NO. 55, PAGE 255, COUNTY COURT CLERK'S OFFICE, DAVIDSON COUNTY, TENNESSEE; AND SAID DESCRIBED PROPERTY ALSO INCLUDES THE NORTHERLY 6 FT CONVEYED TO MATTHEWS L. MEREDITH AND WIFE, LENA WILL MEREDITH UNDER DEED FROM A. T. SELLEY AND WIFE, OF RECORD IN BOOK 741, PAGE 723, R.O.D.C.

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