WE , the said DR•T•R•M•HOWARD AND WIFE HELEN BOYD HOWARD , 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 $ 3500•00 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 DR,T•R•M•HOWARD AND WIFE HELEN BOYD HOWARD , 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 DR•T•R•M•HOWARD AND WIFE HELEN BOYD HOWARD 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 D•D• COWAN 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 JOHN P• WALDMAN AND WIFE, MAUDE B• WALDMAN

and DR•T•R•M• HOWARD AND WIFE HELEN BOYD HOWARD , hereunto set our hands at NASHVILLE , Tennessee, this the 25TH day of AUGUST , 19 41•

JOHN P.WALDMAN
MAUDE B. WALDMAN
DR•T•R•M•HOWARD
HELEN BOYD HOWARD

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, R•L• CONNER , a Notary Public in and for said County and State, the within named JOHN P• WALDMAN AND WIFE MAUDE B•WALDMAN

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 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 25TH day of AUGUST 19 41•

My commission expires OCT 5 1943

(Seal) R•L•CONNER
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, M•G• FERGUSON , a Notary Public in and for said County and State, the within named DR•T•R•M• HOWARD & WIFE MRS• HELEN BOYD HOWARD

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 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. X

Witness my hand and official seal at Nashville, Tennessee, this 25 day of AUGUST 19 41•

My commission expires APRIL 5TH, 1943

(Seal) M•G•FERGUSON
Notary Public.

U•S•R•S• $2•20
REC'D MAY 6,1942 AT 9:47 A•M•

53945 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1172

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS

of which FIVE HUNDRED AND NO/100 DOLLARS has been paid in cash by W•M•DUNNIVANT, Z•W• HILL, HENRY DOZIER, WASHINGTON GREEN, AARON TAYLOR, TRUSTEES OF THE CUMBERLAND PRIMITIVE BAPTIST ASSOCIATION, INCORPORATED, the receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND AND NO/100 DOLLARS

the said HENRY DOZIER, WASHINGTON GREEN, AARON TAYLOR, W•M• DUNNIVANT, Z•W•HILL, TRUSTEES OF THE CUMBERLAND PRIVITIVE BAPTIST ASSOCIATION INC HAVE EXECUTED THEIR SIXTEEN (16) NOTES OF EVEN DATE HEREWITH, THE FIRST NOTE IS IN THE SUM OF $600•00 AND THE REMAINING FIFTEEN NOTES ARE IN THE SUM OF $160•00 EACH, THE FIRST NOTE WHICH IS THE $600•00 NOTE IS DUE NOVEMBER,1,1942 AND THE OTHERS EACH FOUR MONTHS THEREAFTER UNTIL ALL ARE PAID, SAID NOTES ARE PAYABLE TO THE BRDER OF LAURA J• COLEMAN,

J P Wilson Jr. Laura J Coleman

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, LAURA J•COLEMAN

have this day bargained and sold, and do hereby transfer and convey, unto the said HENRY DOZIER, WASHINGTON GREEN, AARON TAYLOR, W•M• DUNNIVANT AND Z•W• HILL TRUSTEES OF THE CUMBERLAND PRIMITIVE BAPTIST ASSOCIATION THEIR SUCCESSORS ~~heirs and assigns~~, certain real estate in Davidson County, Tennessee. as follows:

TRACT NO•1; BEING IN THE 5TH CIVIL DISTRICT OF SAID COUNTY,BEGINNING IN THE CENTER OF THE WHITSITT COUNTY ROAD AT THE SOUTHEAST CORNER OF THE NEWSOM PROPERTY, THE SAME BEING THE SOUTHWEST CORNER OF THE SCHOOL HOUSE YARD; THENCE WITH CENTER OF SAID ROAD, EAST 13•27 POLES TO A POINT IN SAID ROAD OPPOSITE THE FENCE; THENCE NORTH 8° WEST ALONG SAID FENCE 1905 POLES TO A CORNER IN SAID FENCE; THENCE SOUTH 81½° WEST 11•09 POLES;THENCE SOUTH 17 POLES TO THE POINT OF BEGINNING•

TRACT NO•2 ALSO LOTS 17,18 AND 19 OF BLOCK 1 IN SUBDIVISION OF CUMBERLAND NURSERIES, AS OF RECORD IN BOOK 161 PAGE 95, IN THE REGISTERS OFFICE OF SAID COUNTY• SAID LOT NO•17 FRONTS 30 FEET ON THE NORTH SIDE OF FLAT ROCK AVENUE, KNOWN AS WHITSITT ROAD, AND EXTENDS BACK, WITH THE WESTERLY MARGIN OF WHITSITT AVENUE, 187½ FEET TO AN ALLEY ON WHICH IT MEASURES 32 FEET•

SAID LOTS NOS•18 AND 19 FRONT 50 FEET EACH ON THE NORTH SIDE OF FLAT ROCK AVENUE, KNOWN AS WHITSITT ROAD, AND EXTEND BACK BETWEEN PARALLEL LINES 187½ FEET TO AN ALLEY•

BEING THE SAME PROPERTY CONVEYED TO LAURA J•COLEMAN BY DEED FROM W•M• HARRIS ET AL, OF RECORD IN BOOK 1236 PAGE 135, SAID REGISTER,S OFFICE•

THE GRANTEES AND ALL PERSONS HOLDING UNDER THEM TO HAVE THE USAGE OF WATER FROM SPRING LOCATED ON PROPERTY OF MRS• WILLIAM H• RADABAUGH IMMEDIATELY IN REAR OF TRACT NO•1 HEREIN CONVEYED, TO BE USED ON TRACT NO•1 ONLY FOR GENERAL HOUSEHOLD PURPOSES ONLY AND NOT IN EXCESS OF AMOUNT PROVIDED BY PRESENT PIPE WHICH IS ABOUT 1½ INCH PIPE, THE GRANTEES ARE TO MAINTAIN THE EXPENSE OF PIPE LINE, AS SET OUT IN FROM MRS• W•T• HURT ~~TO MRS• W•T• HURT~~ TO MRS, MOENA HARRIS OF RECORD IN BOOK 892 PAGE 162, SAID REGISTERS OFFICE,AND ALSO SET OUT IN DEED TO LAURA J•COLEMAN AS OF RECORD IN BOOK 1236 PAGE 135, SAID REGISTER'S OFFICE,

TAXES FOR THE YEAR 1942 ARE TO BE PRO-RATED AS OF DATE OF DEED•

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said TRUSTEES HENRY DOZIER, WASHINGTON GREEN, AARON TAYLOR, W•M• DUNNIVANT AND Z•W•HILL ~~heirs and assigns~~, OF THE CUMBERLAND PRIMITIVE BAPTIS T ASSOCIATION THEIR SUCCESSORS, 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 HENRY DOZIER, WASHINGTON GREEN, AARON TAYLOR, W•M• DUNNIVANT ~~heirs and assigns~~, against the lawful AND Z•W• HILL,TRUSTEES OF THE CUMBERLAND PRIMITIVE BAPTIST ASSOCIATION,THEIR SUCCESSORS, 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 DOZIER, WASHINGTON GREEN, AARON TAYLOR W•M•DUNNIVANT, AND Z•W• HILL,TRUSTEES OF THE CUMBERLAND PRIMITIVE BAPTIST ASSOCIATION do hereby transfer and convey unto WILLIAM O. LEE , 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.