WE , the said ROBERT T. RANDALL AND WIFE, ESTHER LOUISE RANDALL , 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 $ 500.00 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 therein, the same to bear interest from the date of such payment.

Now, if WE , the said ROBERT T. RANDALL AND WIFE, ESTHER LOUISE RANDALL , 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 ROBERT T. RANDALL AND WIFE, ESTHER LOUISE RANDALL, 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 ED T. HORN 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 BENTON M. TOLLIVER AND WIFE, MARY LOUISE TOLLIVER

and ROBERT T. RANDALL AND WIFE, ESTHER LOUISE RANDALL , hereunto set our hands

at NASHVILLE , Tennessee, this the 17TH day of APRIL , 19 41

BENTON M. TOLLIVER
MARY LOUISE TOLLIVER
ROBERT T. RANDALL
ESTHER LOUISE RANDALL

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, G. F. TURNER , a Notary Public in and for said County and State, the within named MARY LOUISE TOLLIVER AND ROBERT T. RANDALL AND WIFE, ESTHER LOUISE RANDALL

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

Witness my hand and official seal at Nashville, Tennessee, this 22ND day of APRIL 19 41.

My commission expires OCT 8, 1944 (Seal) G. F. TURNER Notary Public.

STATE OF TENNESSEE - COUNTY OF GIBSON
PERSONALLY APPEARED BEFORE ME, LILLIAN J. JOHNSON A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED BENTON M. TOLLIVER THE BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT HE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. WITNESS MY HAND AND OFFICIAL SEAL AT HUMBOLDT, TENN. THIS 19 DAY OF APRIL 1941.

COM. EXPIRES JAN 8, 1942 (SEAL) LILLIAN J. JOHNSON, NOTARYPUBLIC
REGISTERED AS A NOTARY PUBLIC IN GIBSON COUNTY AND CARROLL COUNTY TENNESSEE, AS PROVIDED IN CHAPTER 193 PUNLIC ACTS 1935.

U.S.R.S. $6.05
REC'D JUN 4, 1941 AT 12;20 P.M.

INSTALLMENT DEED

Book No. 1191

FOR AND IN CONSIDERATION of the sum of ($3,738/25) THIRTY SEVEN HUNDRED THIRTY / EIGHT & 25/100 DOLLARS

of which THREE HUNDRED FIFTY & 51/100 ($350.51) DOLLARS has been paid in cash by A PART OF W.R.SEAT AND WIFE, NINA THOMPSON SEAT , the receipt of which is hereby acknowledged, and for the remainder DOLLARS the said THE SAID W.R. SEAT AND WIFE, NINA THOMPSON SEAT ASSUME AND AGREE TO PAY AN UNPAID BALANCE OF $3,088.74 ON A NOTE IN THE ORIGINAL AMOUNT OF $3,100.00 EXECUTED BY J.H/ MAXWELL AND WIFE, MARY E.MAXWELL AND ROBERT MAXWELL, DATED MARCH 4, 1941, WITH INTEREST, PAYABLE IN MONTHLY INSTALLMENTS OF $17.24 EACH, THE FINAL PAYMENT BEING DUE MARCH 1,1966, AND BEING MORE PARTICULARLY DESCRIBED AND SECURED IN DEED OF TRUST TO D.H. BARKER,JR., TRUSTEE, OF RECORD IN BOOK 1189 ,PAGE 142 REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENN, AND FOR THE REMAINDER THE SAID W.R. SEAT AND WIFE, NINA THOMPSON SEAT HAVE EXECUTED THEIR THREE JOINT PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF J.H . MAXWELL MARY E.MAXWELL AND ROBERT MAXWELL, THE FIRST BEING IN THE SUM OF $75.00 DUE ON OR BEFORE JULY 10,1941, THE SECOND IN THE SUM OF $50.00 DUE ON OR BEFORE AUGUST 10,1941 AND THE THIRD IN THE SUM OF $174.00 DUE ON OR BEFORE OCTOBER 10,1941,

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, J.H. MAXWELL AND WIFE, MARY E.MAXWELL AND ROBERT MAXWELL, AN UNMARRIED MAN OF LAWFUL AGE,

have this day bargained and sold, and do hereby transfer and convey, unto the said W.R. SEAT AND WIFE, NINA THOMPSON SEAT,THEIR heirs and assigns, certain real estate in Davidson County Tennessee, as follows:

LAND IN THE 6TH CIVIL DISTRICT OF DAVIDSON CONTY,TENNESSEE, BEING PART OF LOT NO.7 ON THE PLAN OF THE SUBDIVISION OF THE REAL ESTATE OF HINCHEY PETWAY, DECEASED, AS OF RECORD IN MINUTE BOOK "1", PAGE 442, CHANCERY COURT AT NASHVILLE,BEING LOT NO.14 ON THE UNRECORDED MAP OF A.C. ROTH'S SUBDIVISION DESCRIBED ACCORDING TO A SURVEYM ADE BY Z.J. WILKINSON, SURVEYOR, MAY 3, 1940, AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTHERLY MARGIN OF ANTIOCH PIKE 415 FEET EAST OF THE EASTERLY MARGIN OF MCCOMB AVENUE, FORMERLY STEWART STREET; THENCE NORTHWARDLY AND PARALLEL WITH THE EASTERLY MARGIN OF MCCOMB AVENUE 159.4 FEET;THENCE EASTWARDLY 50 FEET TO A POINT IN THE NORTHWEST CORNER OF LOT NO.13 ON SAID UNRECORDED PLAN;THENCE SOUTHWARDLY WITH THE LINE BETWEEN LOTS NOS.13 AND 14, 160.3 FEET TO THE NORTHERLY MARGIN OF ANTIOCH PIKE, THE SOUTHWEST CORNER OF LOT NO.13;THENCE WITH THE NORTHERLY MARGIN OF SAID PIKE, WESTWARDLY 50 FEET TO THE POINT OF BEGINNING.
BEING THE SAME PROPERTY CONVEYED TO J.H. MAXWELL AND WIFE, MARY E. MAXWELL AND ROBERT MAXWELL BY DEED FROM FRED H. BROWN AND WIFE, OF RECORD IN BOOK 1132 PAGE 174, REGISTER'S OFFICE FOR SAID COUNTY.
THIS CONVEYANCE IS MADE SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN INSTRUMENT EXECUTED BY E.B. WALTON,TRUSTEE, ET AL OF RECORD IN BOOK 1118 PAGE 675, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.
PURCHASERS ASSUME AND AGREE TO PAY ALL TAXES ASSESSED AGAINST THE WITHIN DESCRIBED PROPERTY FOR THE YEAR 1941.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W.R. SEAT AND WIFE, NINA THOMPSON SEAT,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 HEREINBEFORE STATED.

WE further covenant and bind OURSELVES,OUR heirs and representatives, to warrant and forever defend the title to said real estate to said W.R. SEAT AND WIFE, NINA THOMPSON SEAT,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 W.R. SEAT AND WIFE, NINA THOMPSON SEAT

do hereby transfer and convey unto LEE MAXWELL , 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.

I declare that I am the true and lawful holder of 3 notes / Jun 7520 / Jun 7521 / Jun 7522 secured by the instrument within recorded, and I freely acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 2 day of July 1941
Attest: Frances Weems Mrs Maude Maxwell