WE , the said NIM SAMUEL WILLIAMS AND WIFE, VERA E.WILLIAMS, , 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 $ 1500.00 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 NIM SAMUEL WILLIAMS AND WIFE, VERA E.WILLIAMS, , 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 NIM SAMUEL WILLIAMS AND WIFE, VERA E.WILLIAMS, 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 W.L.BAINBRIDGE, SR., 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 ALLEN DOBSON AND WIFE, MARTHA BALLARD DOBSON and NIM SAMUEL WILLIAMS AND WIFE, VERA E.WILLIAMS, , hereunto set our hands at NASHVILLE, , Tennessee, this the 26TH day of MAY , 1941 .

ALLEN DOBSON

MARTHA BALLARD DOBSON

NIM SAMUEL WILLIAMS

VERA E.WILLIAMS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, K.H.MCKEE, , a Notary Public in and for said County and State, the within named ALLEN DOBSON AND WIFE, MARTHA BALLARD DOBSON AND NIM SAMUEL WILLIAMS AND WIFE VERA E.WILLIAMS, 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 , acknowledged the execution of the said instrument to have been done by freely, voluntarily, and X understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 26TH day of MAY 19 41.

My commission expires APRIL 13, 1944.

(Seal) K.H.MCKEE,
Notary Public.

U.S.R.S. $2.20

RECD JUNE 11, 1941 AT 10:07 A.M.

MM

N.P.N.

INSTALLMENT DEED

Book No. 1191

FOR AND IN CONSIDERATION of the sum of ($3750.00) THIRTY SEVEN HUNDRED FIFTY AND NO/100 DOLLARS of which ($425.00) FOUR HUNDRED TWENTY FIVE AND NO/100 DOLLARS has been paid in cash by W.A.MATTHEWS AND WIFE AMELIA MATTHEWS, , the receipt of which is hereby acknowledged, and for ~~the remainder~~ $1800.00 OF THE REMAINDER THE SAID W.A. MATTHEWS AND WIFE AMELIA MATTHEWS, HEREBY ~~the said~~ ASSUME AND AGREE TO PAY THE UNPAID BALANCE OF $1800.00 OF A NOTE FOR $2000.00 TO THE ~~DOLLARS~~ THIRD NATIONAL COMPANY DATED MARCH 1, 1939, PAYABLE IN SEMI-ANNUAL INSTALLMENTS OF $50.00 EACH BEGINNING SEPTEMBER 1, 1939, AND THE BALANCE OF $1550.00 ON MARCH 1, 1944 WITH INTEREST AS SECURED BY DEED OF TRUST EXECUTED BY CURTIS R.GALLOWAY AND WIFE SARA GALLOWAY TO W.H. HAYES TRUSTEE, OF RECORD IN BOOK 1053, PAGE 198, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE TO WHICH REFERENCE IS HEREBY MADE; FOR THE REMAINDEROF $1525.00 , THE SAID W.A. MATTHEWS AND WIFE AMELIA MATTHEWS HAVE THIS DAY EXECUTED AND DELIVERED THEIR THIRTY SEVEN JOINT PROMISSORY LIEN NOTES PAYABLE TO CURTIS R.GALLOWAY AND WIFE SARAH GALLOWAY, THE FIRST NOTE BEING DUE AND PAYABLE ON OR BEFORE JULY 15TH, 1941, AND ONE BEING DUE AND PAYABLE EACH MONTH THEREAFTER UNTIL THIRTY SIX NOTES HAVE BEEN PAID, THE THIRTY SEVENTH NOE BEING DUE AND PAYABLE ON OR BEFORE THREE MONTHS AFTER MATURITY OF THE THIRTY SIXTH NOTE, FIRST THIRTY SIX NOTES BEING FOR THE PRINCIPAL SUM OF $35.00 EACH AND THE LAST OR THIRTY SEVENTH NOTE BEING FOR THE PRINCIPAL SUM OF $265.00 ALL OF SAID SERIES OF THIRTY SEVEN NOTES BEARING NO INTEREST UNTIL AFTER MATURITY AS INTEREST AT THE RATE OF 5½% PER ANNUM HAS BEEN COMPUTED AND ADDED TO FACE OF EACH NOTE

~~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, CURTIS R. GALLOWAY AND WIFE SARAH GALLOWAY,

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

BEING LOTS NOS.1 TO 16 INCLUSIVE OF BLOCK "B" ON THE MAP OF DAVIS HEIGHTS, AS OF RECORD IN BOOK 843 PAGES 104 AND 105 REGISTER'S OFFICE FOR SAID COUNTY. SAID LOTS NOS.1,2,3,4 AND 5, ADJOIN AND FRONT 25 FEET EACH ON THE SOUTHERLY SIDE OF PORTER ROAD AND RUN BACK BETWEEN PARALLEL LINES 250 FEET TO A DEAD LINE, LOT NO.1 RUNNING BACK ALONG THE WESTERLY MARGIN OF WENDELL AVENUE.

SAID LOTS NOS. 6 TO 16 INCLUSIVE ARE DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT IN THE SOUTH MARGIN OF PORTER ROAD, THE COMMON CORNER OF LOTS NOS.5 AND 6, THENCE WITH THE LINE BETWEEN SAID LOTS SOUTHERLY PARALLEL TO WENDELL AVENUE 250 FEET TO A POINT IN THE NORTH LINE OF LOT NO.9 THENCE WITH THE NORTH LINE OF SAID LOT EASTERLY 125 FEET TO THE WESTERLY MARGIN OF WENDELL AVENUE; THENCE WITH THE MARGIN OF SAID AVENUE SOUTHERLY 200 FEET TO THE COMMON CORNER OF LOTS NOS. 16 AND 17; THENCE WITH THE LINE BETWEEN SAID LOTS WESTERLY 218 FEET TO THE WESTERLY MARGIN OF THIS SUBDIVISION; THENCE WITH THE MARGIN OF THE SAME NORTHERLY 450 FEET TO THE SOUTHERLY MARGIN OF PORTER ROAD, BEING THE NORTHWEST CORNER OF LOT NO.8 THENCE WITH THE MARGIN OF SAID ROAD EASTERLY 74.4 FEET TO THE POINT OF BEGINNING. SAID LOTS NOS.1 TO 5 INCLUSIVE BEING THE SAME PROPERTY CONVEYED TO R. GALLOWAY AND WIFE SARAH GALLOWAY, BY DEED FROM GEORGIA A. ROLLINS AND HUSBAND OF RECORD IN BOOK 1126, PAGE 435 AND SAID LOTS NOS. 6 TO 16 INCLUSIVE BEING THE SAME PROPERTY CONVEYED TO CURTIS R. GALLOWAY AND WIFE SARA GALLOWAY BY DEED FROM CLEVE JERNIGAN AND WIFE OF RECORD IN BOOK 1005, PAGE 339, SAID REGISTER'S OFFICE TO WHICH REFERENCE IS HEREBY MADE.

THIS CONVEYANCE AND TRANSFER IS MADE SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN DEED FROM R. F.DAVIS AND WIFE TO GEORGIA A. ROLLINS OF RECORD IN BOOK 975, PAGE 237, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND RESTRICTIVE COVENANTS CONTAINED IN DEED FROM R.F. DAVIS AND WIFE TO CLEVE JERNIGAN AND WIFE OF RECORD IN BOOK 1020 PAGE 168, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W.A. MATTHEWS AND WIFE AMELIA MATTHEWS, 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 ABOVE AND 1941 TAXES WHICH HAVE BEEN PRO RATED AS OF DATE OF DEED AND ASSUMED BY GRANTEES HEREIN WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said W.A.MATTHEWS AND WIFE AMELIA MATTHEWS, 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.A.MATTHEWS AND WIFE AMELIA MATTHEWS, do hereby transfer and convey unto E.L. GALLOWAY , 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.

Filed for record this 12th day of June 1941 at 10:07 A.M. and duly recorded. Attest: W.L. Bainbridge, Register. By Clee Robinson, DEPUTY REGISTER

Received from the lawful holder of the within note, secured by the lien retained within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 12th day of June 1941. Attest: Bell & Spence. By Clee Robinson.