WE , the said WILL ALLEN AND WIFE FRANCES ALLEN , 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 $ 700.00 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 WILL ALLEN AND WIFE FRANCES ALLEN , 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 THE SAID WILL ALLEN AND WIFE FRANCES ALLEN 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 E. J. TURNER 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 –

and , hereunto set our hands

at – , Tennessee, this the – day of – , 19 – .

WM. TURNER
FANNIE L. TURNER
WILLIAM L. ALLEN
FRANCES R. ALLEN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, HENRY C. LASSING , a Notary Public in and for said County and State, the within named WILLIAM TURNER AND FANNIE L.TURNER, HIS WIFE the bargainor , with whom I am personally acquainted, and who acknowledged that THEY executed the within FOREGOING instrument for the purposes therein contained. EXPRESSED

And , 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 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 23 day of DECEMBER 19 39.

My commission expires OCTOBER 4, 1942

(Seal) HENRY C. LASSING
Notary Public.

STATE OF TENNESSEE
DAVIDSON COUNTY
PERSONALLY APPEARED BEFORE ME HENRY C. LASSING A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED WILLAALLEN AND WIFE FRANCES ALLEN THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 23 DAY OF DECEMBER 1939.
COM. EXPIRES OCT 4, 1942

U.S.I.R. $1.10
REC'D DEC 17, 1941 AT 2;25 P.M.

(SEAL) HENRY C. LASSING, NOTARY PUBLIC

J.A.E.

INSTALLMENT DEED

Book No. 1227

FOR AND IN CONSIDERATION of the sum of TWENTY-SEVEN HUNDRED FIFTY AND NO/100 ($2750.00) DOLLARS of which THREE HUNDRED ($300.00) DOLLARS has been paid in cash by H.ROGERS FOSTER AND WIFE, ELSIE H.FOSTER, , the receipt of which is hereby acknowledged, and for the remainder TWENTY-FOUR HUNDRED FIFTY ($2450.00) DOLLARS the said H.ROGERS FOSTER AND WIFE, ELSIE H.FOSTER,

HAVE EXECUTED 161 NOTES FOR THE SUM OF $20.00 EACH WHICH INCLUDE INTEREST AT 6% AND PAYMENT ON PRINCIPAL. SAID NOTES ARE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF DECIE L.GAILEY WITH THE FIRST NOTE FALLING DUE APRIL 1, 1941 AND ONE ON THE FIRST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID,

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, DECIE L.GAILEY, WIDOW OF W.A. GAILEY, DECEASED,
have this day bargained and sold, and do hereby transfer and convey, unto the said
H.ROGERS FOSTER AND WIFE, ELSIE H.FOSTER, THEIR
heirs and assigns,
certain real estate in Davidson County, Tennessee, as follows:

BEING A TRACT OR PARCEL OF LAND IN THE 8TH. FORMERLY 12TH., CIVIL DISTRICT OF DAVIDSON COUNTY , TENNESSEE, BEING THE WESTERLY HALF OF LOT NO.1 ON THE MAP OF THE SUBDIVISION OF LOT NO.21 OF THE B.F.COCKRILL FARM, AS OF RECORD IN BOOK 332, PAGE 58, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT NO.1 IN THE CENTER OF ROBERTSON AND WALNUT AVENUES; THENCE EASTERLY, WITH THE CENTER OF ROBERTSON AVENUE, 350 FEET; THENCE SOUTHERLY PARALLEL WITH WALNUT AVENUE 350 FEET TO THE LINE BETWEEN LOTS NOS. 1 AND 2; THENCE WESTWARDLY WITH SAID LINE 350 FEET TO THE CENTER OF WALNUT AVENUE; THENCE NORTHERLY WITH THE CENTER OF SAID AVENUE 350 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO W.A.GAILEY AND WIFE, DECIE L.GAILEY, BY DEED FROM L.J.MORRIS AND WIFE, DATED DECEMBER 20, 1934, AND RECORDED IN BOOK 879, PAGE 243, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full This 15 day of April 1954 1964

Attest C. McFinston COUNTY REGISTER

Decie L Gailey

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said H.ROGERS FOSTER AND WIFE, ELSIE H.FOSTER, THEIR heirs and assigns, 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 H.ROGERS FOSTER AND WIFE, ELSIE H.FOSTER, 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 H.ROGERS FOSTER AND WIFE, ELSIE H.FOSTER,

do hereby transfer and convey unto M.L.STEPHENS, , 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.