WE , the said HARRY L.GILLIAM AND WIFE, GRACE J.GILLIAM, , 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 $ 1,000.00 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 HARRY L.GILLIAM AND WIFE, GRACE J.GILLIAM, , 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 HARRY L.GILLIAM AND WIFE, GRACE J.GILLIAM, -- 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 VIRGINIA MACKENZIE RITTER 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 JENNINGS BRYANT LORING AND WIFE, NELLIE GRAY LORING

and HARRY L. GILLIAM AND WIFE, GRACE J.GILLIAM, , hereunto set our hands

at NASHVILLE, , Tennessee, this the 11 day of MAY , 1942 .

JENNINGS BRYANT LORING
NELLIE GRAY LORING
HARRY L.GILLIAM
GRACE J.GILLIAM

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, C.BEVERLY BRILEY, , a Notary Public in and for said County and State, the within named JENNINGS BRYANT LORING AND WIFE, NELLIE GRAY LORING, AND HARRY L.GILLIAM AND WIFE, GRACE J.GILLIAM, the bargainorS , 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 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 11 day of MAY 1942 .

My commission expires JAN. 10, 1945.

(Seal) C.BEVERLY BRILEY, Notary Public.

U.S.R.S. $1.65

RECD MAY 13, 1942 AT 12:01 P M

INSTALLMENT DEED

Book No. 1235

FOR AND IN CONSIDERATION of the sum of FIFTEEN THOUSAND FIVE HUNDRED AND NO/100 ($15,500.00) DOLLARS of which THIRTY-FIVE HUNDRED AND NO/100 ($3500.00) DOLLARS has been paid in cash by RAGLAND REALTY CORPORATION, , the receipt of which is hereby acknowledged, and for the remainder TWELVE THOUSAND AND NO/100 ($12,000.00) DOLLARS the said RAGLAND REALTY CORPORATION,

HAS EXECUTED ITS ONE PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE BROADWAY NATIONAL BANK OF NASHVILLE,TENNESSEE, ON OR BEFORE TEN YEARS AFTER DATE, WITH INTEREST AT FOUR (4%) PER CENT, PAYABLE SEMI-ANNUALLY, AND SAID NOTE BEING PAID IN SEMI-ANNUAL INSTALLMENTS OF $600.00 ON THE SECOND DAYS OF AUGUST AND FEBRUARY OF EACH YEAR AFTER DATE, TAXES FOR THE YEAR 1942 TO BE PAID BY THE SELLER.

INSURANCE TO BE PRO RATED.

~~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

THE UNDERSIGNED, BROADWAY NATIONAL BANK,

have this day bargained and sold, and do hereby transfer and convey, unto the said

RAGLAND REALTY CORPORATIONS, ITS SUCCESSORS --heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT NO.1: BEING PARTS OF LOTS NOS. 26 AND 27 IN KIRKMAN'S SUBDIVISION OF LOT NO.27 AND OTHER LOTS IN THE FIRST PLAN OF DAVIDSON ACADEMY LOTS, A PLAN OF WHICH SUBDIVISION IS RECORDED IN BOOK "R", PAGE 460, IN THE REGISTERS OFFICE FOR SAID COUNTY.

SAID PARTS OF LOTS NOS. 26 AND 27 HEREIN CONVEYED ARE 30.6 FEET OFF THE SOUTHERN PART OF SAID LOT NO.26 AND 2 FEET OFF THE NORTHERN PART OF SAID LOT NO.27 IN SAID SUBDIVISION AND BOUNDED AS FOLLOWS:

BEGINNING IN THE EASTERN MARGIN OF SOUTH CHERRY STREET, NOW FOURTH AVENUE SOUTH, AT A POINT 173.4 FEET SOUTHWARDLY FROM KIRKMAN STREET; AND RUNNING THENCE SOUTHWARDLY WITH THE EASTERN MARGIN OF CHERRY STREET 32.6 FEET; THENCE AT RIGHT ANGLES TO SAID STREET EASTWARDLY ON A STRAIGHT LINE WITH AND EMBRACING THE SOUTH WALL OF A TWO-STORY BRICK HOUSE THEREON 162 FEET TO HUME STREET; THENCE NORTHWARDLY WITH THE WESTERLY MARGIN OF SAID HUME STREET 32.6 FEET; THENCE AT RIGHT ANGLES TO SAID HUME STREET WESTWARDLY 162 FEET TO THE SAID CHERRY STREET, THE BEGINNING.

TRACT NO.2: BEING THE SOUTHERLY 10 FEET OF LOT NO.24, ALL OF LOT NO.25, AND THE NORTHERLY 10 FEET OF LOT NO.26 IN KIRKMAN'S SUBDIVISION OF LOT NO.27 AND OTHER LOTS IN THE FIRST PLAN OF DAVIDSON ACADEMY LOTS, A PLAN OF WHICH SUBDIVISION IS OF RECORD IN BOOK "R", PAGE 460, IN THE REGISTERS OFFICE OF SAID COUNTY.

THE SOUTHERLY PART OF LOT NO.24, ALL OF LOT NO.25, AND THE NORTHERLY PART OF LOT NO.26 TOGETHER FRONT 60 FEET ON THE EASTERLY SIDE OF FOURTH AVENUE SOUTH AND RUN BACK BETWEEN PARALLEL LINES 162 FEET, MORE OR LESS, TO THOMAS STREET, OR ALLEY, EXCEPTING THEREFROM THE FRONT PART OF SAID LOTS CONDEMNED TO WIDEN FOURTH AVENUE SOUTH.

BEING THE SAME PROPERTY CONVEYED TO BROADWAY NATIONAL BANK BY DEED FROM D.Y.PROCTOR, TRUSTEE, OF RECORD IN BOOK 1149, PAGE 633, SAID R.O.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said RAGLAND REALTY CORPORATION, ITS SUCCESSORS AND --heirs and assigns, forever. ~~SAID BANK~~ covenant that IT IS lawfully seized and possessed of said real estate in fee simple, has good right to convey it, and that the same is unencumbered.

THE BANK — further covenant and bind IT ~~HIS~~ SUCCESSORS AND ASSIGNS, ~~heirs and representatives~~, to warrant and forever defend the title to said real estate to said RAGLAND REALTY CORPORATION, ITS SUCCESSORS --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 IT in hand paid -- , the said RAGLAND REALTY CORPORATION, ~~S~~ do hereby transfer and convey unto D.Y.PROCTOR, , 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.