AND , the said RAGLAND REALTY CORPORATION , 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 $ -- 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.

IT further agrees 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 IT fails 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 - , the said RAGLAND REALTY CORPORATION, , 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 IT fails 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, AND IF IT fails 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.

IT agrees 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. IT further agrees 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 RAGLAND REALTY CORPORATION, ITS SUCCESSORS ~~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.Y.PROCTOR, 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 BROADWAY NATIONAL BANK OF NASHVILLE, TENNESSEE,

and RAGLAND REALTY CORPORATION , hereunto set our hands

at NASHVILLE, , Tennessee, this the 2D day of FEBRUARY , 1942 .

(SEAL) BROADWAY NATIONAL BANK OF NASHVILLE, TENNESSEE
BY D.Y.PROCTOR, PRESIDENT.

ATTEST : C.E.PEARSON, CASHIER.

(SEAL) RAGLAND REALTY CORPORATION
BY H.H.RAGLAND, PRESIDENT.

ATTEST: SAM ANDERSON, SECRETARY.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, X , a Notary Public in and for said County and State, the within named X , with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained. X

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 day of X 19 .

My commission expires X

(Seal) X
Notary Public.

STATE OF TENNESSEE COUNTY OF DAVIDSON.

PERSONALLY APPEARED BEFORE ME, STANLEY CORTNER, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY D.Y.PROCTOR AND C.E.PEARSON, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND CASHIER, RESPECTIVELY, OF THE BROADWAY NATIONAL BANK OF NASHVILLE TENNESSEE THE BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND CASHIER BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY THE SAID D.Y.PROCTOR, AS PRESIDENT, AND BY AFFIXING ITS CORPORATE SEAL AND ATTESTING SAME BY THE SAID C.E.PEARSON, AS CASHIER.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 14 DAY OF FEBRUARY, 1942.

MY COMMISSION EXPIRES: OCT.19, 1942. (SEAL) STANLEY CORTNER, NOTARY PUBLIC.

STATE OF TENNESSEE) COUNTY OF DAVIDSON)

PERSONALLY APPEARED BEFORE ME, STANLEY CORTNER, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, H.H.RAGLAND AND SAM ANDERSON, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE THE PRESIDENT AND THE SECRETARY, RESPECTIVELY, OF RAGLAND REALTY CORPORATION, THE BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND SECRETARY, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY THE SAID H.H.RAGLAND AS THE PRESIDENT, AND BY AFFIXING ITS CORPORATE SEAL AND ATTESTING SAME BY THE SAID SAM ANDERSON, AS THE SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 14 DAY OF FEBRUARY, 1942.

MY COMMISSION EXPIRES: OCT. 19, 1942. (SEAL) STANLEY CORTNER, NOTARY PUBLIC.

U.S.R.S. $17.05

RECD MAY 13, 1942 AT 2:10 PM

W. T.

INSTALLMENT DEED

Book No. 1235

FOR AND IN CONSIDERATION of the sum of TWELVE HUNDRED 00/100 - - - - - - - - - - - - DOLLARS

of which SIX HUNDRED 00/100 - DOLLARS has been paid in cash by

Z. ALEXANDER LOOBY - - - - - - - - - - - - - , the receipt of which is hereby acknowledged, and for the remainder

SIX HUNDRED 00/100 - DOLLARS

the said Z. ALEXANDER LOOBY HAS EXECUTED HIS NOTE PAYABLE IN SIX MONTHS FROM DATE

I declare that I am the true ... ment within mentioned. Agent. Attest:

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, JENNIE D. BALLENTYNE, JULIA A. WORK AND NONA I WORK DAUGHTER AND SOLE HEIR OF* have this day bargained and sold, and do hereby transfer and convey, unto the said Z ALEXANDER LOOBY

*FREDERICK J. WORK, DECEASED

heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE WESTERLY 34 FEET OF LOT NO. 9 ON THE PLAN OF THE SUBDIVISION OF LOTS NOS. 5 AND 7 OF THE HARDING LYTLE TRACT, AS OF RECORD IN BOOK 57, PAGE 28 REGISTER'S OFFICE FOR SAID COUNTY. SAID PART OF LOT NO. 9 FRONTS 34 FEET ON THE NORTHERLY SIDE OF HEFFERNAN STREET AND RUNS BACK BETWEEN PARALLEL LINES 182.4 FEET, MORE OR LESS, TO AN ALLEY. BEING THE SAME PROPERTY CONVEYED TO JENNIE D. BALLENTYNE AND JULIA A. WORK BY DEED FROM FREDERICK A. WORK AND ELNORA J. SHACKLEFORD CONN OF RECORD IN BOOK 1174 PAGE 574 AND BOOK 1225, PAGE 304, RESPECTIVELY, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said Z. ALEXANDER LOOBY, HIS heirs and assigns, forever, WE covenant that WE are lawfully seised and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

WE further covenant and bind OURSELVES, OUR Z. ALEXANDER LOOBY, HIS heirs and representatives, to warrant and forever defend the title to said real estate to said 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 - in hand paid I , the said Z. ALEXANDER LOOBY AND WIFE, GRAFTA M. LOOBY do hereby transfer and convey unto J. W. FRIERSON , 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.