, the said , 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.

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 JESSE D. BETTY AND WIFE LOTTIE H. BETTY , 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 JESSE D. BETTY AND LOTTIE H. BETTY 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 J.C.WILKERSON 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 THE AMERICAN NATIONAL BANK OF NASHVILLE A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES, HAS CAUSED THIS INSTRUMENT TO BE EXECUTED IN ITS ~~and~~ CORPORATE NAME BY ITS DULY AUTHORIZED OFFICERS AND JESSE D. BETTY AND WIFE LOTTIE H. BETTY HAVE HEREUNTO SET OURS HAND ~~hereunto set our hands~~ at NASHVILLE, , Tennessee, this the 19TH day of JUNE , 19 42.

(SEAL) THE AMERICAN NATIONAL BANK OF NASHVILLE
BY; J.C. WILKERSON, VICE PRESIDENT

ATTEST:
M.E. BARR, CASHIER,

JESSE D. BETTY

LOTTIE H.BETTY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within named JESSE D. BETTY AND WIFE LOTTIE H. BETTY

the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

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.

DAVIDSON COUNTY

Witness my hand and official seal at Nashville, Tennessee, this 19TH day of JUNE 19 42.

My commission expires OCT. 8,1944.

(Seal) G.F.TURNER,
Notary Public.

STATE OF TENNESSEE.
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME G.F.TURNER A NOTARY PUBLIC IN AND FOR THE AFORESAID ~~COUNTY~~ AND COUNTY, J.C. WILKERSON AND M.E. BARR, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED UPON OATH THAT THEY ARE THE VICE PRESIDENT AND CASHIER, RESPECTIVELY OF THE AMERICAN NATIONAL BANK OF NASHVILLE A CORPORATION THE WITHIN ~~BARGAINOR~~ AND THAT THEY AS SUCH VICE PRESIDENT AND CASHIER, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION THERETO BY J.C.WILKERSON ~~M.P.~~ AND ATTESTING THE SAME BY M.E.BARR, AS CASHIER AND AFFIXING THE CORPORATE SEAL THERETO.
WITNESS MY HAND AND OFFICIAL SEAL ATNASHVILLE, DAVIDSON COUNTY, TENNESSEE THIS 19 DAY OF JUNE 1942. (SEAL) G.F.TURNER, NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 8,1944
U.S.R.S $ 2.20
RECEIVED JUNE 19TH 1942. AT 3;05 P.M.

INSTALLMENT DEED

Book No. 1235

FOR AND IN CONSIDERATION of the sum of NINE THOUSAND & 00/100 ($9,000.00) DOLLARS

of which THREE THOUSAND & 00/100 ($3,000.00) DOLLARS has been paid in cash by CAWTHON BOWEN, JR., AND WIFE, MARTHA NOEL BOWEN, the receipt of which is hereby acknowledged, and for the remainder SIX THOUSAND & 00/100 ($6,000.00) DOLLARS the said CAWTHON BOWEN, JR., AND WIFE, MARTHA NOEL BOWEN,

HAVE EXECUTED AND DELIVERED THEIR 181 LIEN PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF W.H.WEMYSS, THE FIRST OF SAID NOTES BEING FOR THE SUM OF $55.50 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT 12 CENTS LESS THAN THE PRECEDING NOTE WITH EXCEPTION OF EVERY THIRD NOTE WHICH WILL REDUCE 13 CENTS, THE LAST NOTE BEING FOR THE SUM OF $60.23, AND THE FIRST OF SAID NOTES FALLING DUE JULY 15, 1942, AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE, AND NONE OF SAID NOTES BEARING INTEREST, EXCEPT AFTER MATURITY, INTEREST AT THE RATE OF 4½% PER ANNUM BEING ADDED INTO THE FACE OF EACH NOTE, -

APPROVED
AS TO FORM
WALTER STOKES
ATTORNEY

I hereby certify that I am the true and lawful Clerk of the Circuit Court and keep the seal thereof, and that the foregoing is a full, true and correct copy of the [illegible] and the satisfaction thereof, as appears of record in my office. This [illegible] day of [illegible] 1942.
Attest:
[illegible]
County Register

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, WILLIAM H. WEMYSS AND WIFE, ELLEN S. WEMYSS

have this day bargained and sold, and do hereby transfer and convey, unto the said CAWTHON BOWEN, JR., AND WIFE, MARTHA NOEL BOWEN,

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

BEING LOTS NOS. 116, 150, THE WESTERLY 20 FEET OF LOT NO.151 AND THE NORTHERLY 12 FEET OF THE WESTERLY 155.5 FEET OF LOT NO.157 ON THE MAP SHOWING R.W. GRIZZARD'S SUBDIVISION OF PART OF THE BOSLEY TRACT, NOT OF RECORD, DESCRIBED ACCORDING TO A SURVEY MADE BY LEWIS D. JUSTICE, DEPUTY COUNTY SURVEYOR FOR DAVIDSON COUNTY, TENNESSEE, MAY 25, 1942, AS FOLLOWS: BEGINNING AT AN IRON PIN AT THE SOUTHEAST CORNER OF FAIRFAX AVENUE AND BOW STREET; THENCE WITH THE SOUTHERLY MARGIN OF FAIRFAX AVENUE EASTWARDLY 170 FEET TO AN IRON PIN; THENCE SOUTHWARDLY 180 FEET TO AN IRON PIN IN THE NORTHERLY LINE OF LOT NO. 157; THENCE WITH SAID LINE WESTWARDLY 20 FEET TO AN IRON PIN AT THE CORNER OF LOTS NOS. 150 AND 151; THENCE SOUTHWARDLY 12 FEET TO AN IRON PIN; THENCE WESTWARDLY 155.5 FEET TO AN IRON PIN ON THE EASTERLY MARGIN OF BOW STREET; THENCE WITH SAID STREET NORTHWARDLY 192 FEET TO THE BEGINNING. SAID LOTS NOS. 116, 150 AND THE WESTERLY 20 FEET OF LOT NO.151 WERE DEVISED TO WILLIAM H. WEMYSS BY WILL OF HELEN PETERS WEMYSS, DECEASED, OF RECORD IN WILL BOOK 50, PAGE 494, COUNTY COURT FOR SAID COUNTY, AND SAID PART OF LOT NO.157 WAS CONVEYED TO W.H. WEMYSS BY DEED FROM R.W.GRIZZARD AND WIFE, RECORDED IN BOOK ___, PAGE ___, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE ABOVE PROPERTY IS CONVEYED TO CAWTHON BOWEN, JR., AND WIFE, MARTHA NOEL BOWEN, THEIR HEIRS AND ASSIGNS, SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN DEED OF RECORD IN BOOK 754, PAGE 448, AND BOOK 647, PAGE 49, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND IN DEED FROM R.W.GRIZZARD ET UX TO W.H.WEMYSS DATED APRIL 27, 1936, RECORDED IN BOOK ___, PAGE ___, REGISTERS 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 CAWTHON BOWEN, JR., AND WIFE, MARTHA NOEL BOWEN, THEIR 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 heirs and representatives, to warrant and forever defend the title to said real estate to said CAWTHON BOWEN, JR., AND WIFE, MARTHA NOEL BOWEN, 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 CAWTHON BOWEN, JR., AND WIFE, MARTHA NOEL BOWEN, do hereby transfer and convey unto WARNER MCNEILLY, 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.