WE , the said C.L.MADER AND WIFE MARY MADER , 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 $ 3750.00 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 C.L.MADER AND WIFE, MARY MADER , 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 C.L.MADER AND WIFE MARY MADER 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, JR 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 R.F. LANE AND WIFE ELIZABETH M.LANE and C.L.MADER AND WIFE, MARY MADER , hereunto set our hands at NASHVILLE , Tennessee, this the 10TH day of MARCH , 19 43.

ELIZABETH M.LANE
R.F. LANE
C.L.MADER
MARY MADER

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 R.F. LANE AND WIFE ELIZABETH M.LANE AND C.L.MADER AND WIFE, MARY MADER 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 having appeared X before me privately and apart from husband , the said X , acknowledged the execution of the said instrument to have been done by X 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 20TH day of MARCH 19 43..

My commission expires APRIL 13 1944

(Seal) K.H.MCKEE
Notary Public.

U.S.R.S. $.40

REC'D APRIL 3, 1943 AT 11:39 A.M.
CM

NUMBER 93923 RECORDED APRIL 5, 1943 THE LAYMAN FOUNDATION TO E.B. MAXWELL ET UX

55816 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1264

FOR AND IN CONSIDERATION of the sum of ELEVEN THOUSAND ($11,000.00) AND NO/100 DOLLARS of which ONE THOUSAND ($1,000.00)AND NO/100 DOLLARS has been paid in cash by E.B. MAXWELL AND WIFE, ALBERTINE MAXWELL, the receipt of which is hereby acknowledged, and for the remainder SUBJECT TO A BALANCE OF $5,250.00 OF AN ORIGINAL INDEBTEDNESS OF DOLLARS $7,000.00 SECURED BY DEED OF TRUST EXECUTED BY HERBERT N.JORDAN AND WIFE, EVELYN W. JORDAN, TO W.H. HAYNES, TRUSTEE, OF RECORD IN BOOK 1152 PAGE 180 OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY,TENNESSEE; AND FOR THE REMAINDER THE SAID E.B. MAXWELL AND WIFE, ALBERTINE MAXWELL HAVE EXECUTED THEIR ONE JOINT PROMISSORY NOTE, OF EVEN DATE HEREWITH, FOR $4,750.00 PAYABLE TO THE ORDER OF THE LAYMAN FOUNDATION IN SIXTY-FOUR MONTHLY INSTALLMENTS, THE FIRST 63 BEING FOR THE PRINCIPAL SUM OF $75.00 EACH AND THE 64TH BEING FOR THE PRINCIPAL SUM OF $25.00, BUT INTEREST AT 5% PER ANNUM HAS BEEN COMPUTED AND ADDED TO FACE OF SAID INSTALLMENTS MAKING THE FIRST INSTALLMENT FOR $94.85 AND EACH INSTALLMENT THEREAFTER DECREASING 31 CENTS EACH MONTH,EXCEPT THE LAST INSTALLMENT WHICH IS $25.11; THE FIRST INSTALLMENT FALLING DUE JAN 31-1943 AND THE OTHERS MONTHLY THEREAFTER.

SAID NOTE IS PAYABLE ON OR BEFORE ITS MATURITY DATE.

all of said notes bearing FIVE per cent interest from MATURITY 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

have this day bargained and sold, and do hereby transfer and convey, unto the said THE LAYMAN FOUNDATION,A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE E.B. MAXWELL AND WIFE, ALBERTINE MAXWELL,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.8 AND THE WESTERLY PART OF LOT NO.7 ON THE PLAN OF BRANSFORD REALTY COMPANY'S WEST END HEIGHTS SUBDIVISION,AS OF RECORD IN BOOK 332, PAGES 124 AND 125, REGISTER'S OFFICE FOR SAID COUNTY,DESCRIBED TOGETHER AS FOLLOWS:
BEGINNING ON THE SOUTHERLY MARGIN OF WEST END AVENUE AT A POINT 20 FEET WEST OF THE CORNER OF LOTS NOS.6 AND 7; THENCE SOUTHWARDLY AND PARALLEL WITH THE LINE BETWEEN SAID TWO LOTS 245 FEET, MORE OR LESS,TO THE NORTHERLY MARGIN OF ORLEANS DRIVE; THENCE WITH SAID DRIVE WESTWARDLY 45.2 FEET,MORE OR LESS, TO THE CORNER OF LOTS NOS.7 AND 8, CONTINUING WITH SAID DRIVE IN A NORTHWESTERLY DIRECTION 229 FEET, IN ALL 274.2 FEET, MORE OR LESS, TO THE BEGINNING,OF A CURVE; THENCE AROUND SAID CRUVE IN A NORTHEASTERLY DIRECTION TO THE SOUTHERLY MARGIN OF WEST END AVENUE; THENCE WITH SAID AVENUE EASTWARDLY 126 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO THE LAYMAN FOUNDATION BY DEED FROM HERBERT N.JORDAN AND WIFE, OF RECORD IN BOOK 1166 PAGE 350, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said E.B. MAXWELL AND WIFE, ALBERTINE MAXWELL,THEIR heirs and assigns, forever, THE LAYMAN FOUNDATION covenant that IT IS 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 HERE IN STATED. (1943 TAXES ASSUMED BY PURCHASER) THE LAYMAN FOUNDATION WE further covenant and bind ITSELF, ITS heirs and representatives, to warrant and forever defend the title to said real estate to said E.B. MAXWELL AND WIFE, ALBERTINE MAXWELL,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 E.B. MAXWELL AND WIFE, ALBERTINE MAXWELL do hereby transfer and convey unto CECIL SIMS , 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.