WE , the said RAY D. HOLDER AND ALMA D. HOLDER , 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 $ 1500.00 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 RAY HOLDER AND ALMA D. HOLDER , 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, IF 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. IF 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 RAY HOLDER AND ALMA D. HOLDER 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.O.CRANOR 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 C.B. EAGAN AND WIFE, NANNIE EAGAN and RAY HOLDER AND WIFE, ALMA D. HOLDER , hereunto set our hands at NASHVILLE , Tennessee, this the 27 day of SEPTEMBER , 1943.

C.B. EAGAN
NANNIE EAGAN
RAY HOLDER
ALMA D. HOLDER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, GEORGE F. CRANOR , a Notary Public in and for said County and State, the within named C.B. EAGAN AND WIFE, NANNIE EAGAN AND RAY HOLDER AND ALMA D. HOLDER the bargainorS , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X X X having appeared before me privately and apart from husband , the said , of the said husband , 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 27 day of SEPTEMBER 19 43.

My commission expires OCT 6, 1945 (Seal) GEORGE F. CRANOR Notary Public.

U.S.R.S. $2.75

REC'D OCT 5, 1943 AT 1:35 P.M.
CM

NUMBER 102498 RECORDED OCTOBER 5, 1943.
JAMES B.WATSON,JR., ET UX., TO GILES H. MCBROOM, ET UX.

INSTALLMENT DEED

Book No. 1278

FOR AND IN CONSIDERATION of the sum of THIRTY SIX HUNDRED ($3600.00) --- DOLLARS of which THREE HUNDRED ($300.00) ---- DOLLARS has been paid in cash by GILES H. MCBROOM AND WIFE, HESTER MCBROOM , the receipt of which is hereby acknowledged, and for the remainder THIRTY THREE HUNDRED ----- ($3300.00) ---- DOLLARS the said GILES H.MCBROOM AND WIFE, HESTER MCBROOM

HAVE EXECUTED AND DELIVERED THEIR ONE HUNDRED SIXTY FIVE JOINT, PROMISSORY, LIEN NOTES OF THIS DATE, IN THE SAID PRINCIPAL SUM OF THIRTY THREE HUNDRED DOLLARS, PAYABLE TO JAMES B. WATSON,JR., OR TO HIS ORDER IN MONTHLY INSTALLMENTS AS FOLLOWS, NAMELY: ON THE FIRST DAY OF NOVEMBER 1943, THE SUM OF TWENTY ($20.00) DOLLARS, AND THEREAFTER THE SUM OF TWENTY DOLLARS ON THE FIRST DAY EACH SUCCEEDING MONTH FOR ONE HUNDRED SIXTY FIVE MONTHS, WITH INTEREST ON SAID PRINCIPAL SUM FROM DATE HEREOF, UNTIL MATURITY, AT THE RATE OF SIX PER CENT PER ANNUM, PAYABLE MONTHLY ON THE FIRST DAYS OF EACH MONTH, BEGINNING WITH NOVEMBER 1, 1943. EACH INSTALLMENT OF PRINCIPAL AND EACH INSTALLMENT OF INTEREST ON SAID NOTE BEARS INTEREST AFTER MATURITY AT THE RATE OF SIX PER CENT PER ANNUM, PAYABLE MONTHLY, AND ALL INSTALLMENTS OF PRINCIPAL AND INTEREST ARE PAYABLE AT 609 AMERICAN NATIONAL BANK BUILDING, NASHVILLE, TENNESSEE, OR AT SUCH OTHER PLACE OR PLACES AS THE OWNER OF THE NOTES MAY FROM TIME TO TIME DESIGNATE. SAID NOTES PROVIDE

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, JAMES B.WATSON, JR., AND WIFE, MAJORIE CULLUM WATSON

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

GILES H.MCBROON AND WIFE, HESTER MCBROOM,

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

BEING THE WESTERLY FIFTY (50) FEET OF LOT NO.13 ON THE MAP OF INGLEWOOD PLACE AS OF RECORD IN BOOK 332, PAGE 101, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID WESTERLY FIFTY (50) FEET OF LOT NO.13 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF KIRKLAND AVENUE AND RUNS BACK ON THE EASTERLY SIDE 280 FEET MORE OR LESS AND ON THE WESTERLY SIDE 287.4 FEET TO A DEAD LINE, AND SHOWS 50 FEET MORE OR LESS ON SAID DEAD LINE.

BEING PART OF THE SAME PROPERTY CONVEYED TO CLIFFORD W. RUSSELL BY DEED OF JOHN U.WILSON, TRUSTEE, AS OF RECORD IN BOOK 928, PAGE 5, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

BEING A PART OF THE SAME PROPERTY CONVEYED TO JAMES B.WATSON,JR., AND WIFE, MARJORIE C. WATSON BY DEED OF CLIFFORD W. RUSSELL AND WIFE, ANNIE RUTH RUSSELL AS OF RECORD IN BOOK 1020, PAGE 302, R.O.D.C.TENNESSEE.

PURCHASERS ASSUME THE PAYMENT OF 1943 TAXES.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GILES H.MCBROOM AND WIFE, HESTER MCBROOM, THEIR heirs and assigns, forever, WE covenant that WE ARE lawfully seized 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 GILES H.MCBROOM AND WIFE, HESTER MCBROOM, 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 GILES H.MCBROOM AND WIFE, HESTER MCBROOM do hereby transfer and convey unto JOHN U.WILSON, , 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.