WE , the said CHARLES E.MATTHEWS AND WIFE, DOROTHY F.MATTHEWS , 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 $ 3,000.00 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 CHARLES E.MATTHEWS AND WIFE, DOROTHY F.MATTHEWS , 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 CHARLES E. MATTHEWS AND WIFE, DOROTHY F. MATTHEWS, OR 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 I.H.GIBSON 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 J.M.MATTHEWS AND WIFE, MABEL L. MATTHEWS and CHARLES E.MATTHEWS AND WIFE, DOROTHY F. MATTHEWS , hereunto set our hands at NASHVILLE , Tennessee, this the 27TH day of NOVEMBER , 1944 .

J.M.MATTHEWS

MABEL L.MATTHEWS

CHARLES E. MATTHEWS

DOROTHY F.MATTHEWS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, TINA MAE BARRICK , a Notary Public in and for said County and State, the within named J.M.MATTHEWS AND WIFE, MABEL L.MATTHEWS, AND CHARLES E.MATTHEWS AND WIFE, DOROTHY F.MATTHEWS , the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And XX , of the said having appeared before me privately and apart from XX husband , the said XX , 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 29TH day of NOVEMBER 19 44.

My commission expires 10-4-46.

(Seal) TINA MAE BARRICK,
Notary Public.

U.S.R.S. $4.95

RECD NOVEMBER 29, 1944 AT 3:41 P M

NUMBER 16849 RECORDED DECEMBER 1ST, 1944.

THE LAYMAN FOUNDATION ----------TO---------- C.J.PERRY ET UX.

INSTALLMENT DEED

Book No. 1305

FOR AND IN CONSIDERATION of the sum of $5,500.00 FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS of which FIVE HUNDRED AND NO/100 ($500.00) DOLLARS has been paid in cash by C.J. PERRY AND WIFE CORRINE PERRY, , the receipt of which is hereby acknowledged, and for the remainder OF $5,000.00 FIVE THOUSAND AND NO/100 DOLLARS the said C.J.PERRY AND WIFE CORRINE PERRY, HAVE EXECUTED THEIR ONE JOINT PROMISSORY NOTE OF EVEN DATE HEREWITH FOR THE SUM OF $5,000.00 PAYABLE TO THE ORDER OF THE LAYMAN FOUNDATION, AND DUE AND PAYABLE IN MONTHLY INSTALLMENTS AS FOLLOWS; BEGINNING ON THE 10TH DAY OF DECEMBER 1944, THE SUM OF $46.25, AND A LIKE AMOUNT ON THE 10TH DAY OF EACH MONTH THEREAFTER, SAID PAYMENTS TO BE APPLIED FIRST TO PAYMENT OF INTEREST AT 5% PER ANNUM ON THE PRINCIPAL SUM OR SO MUCH THEREOF AS SHALL FROM TIME TO TIME REMAIN UNPAID, AND THE BALANCE TO BE APPLIED TO PAYMENT OF PRINCIPAL, UNTIL THE ENTIRE AMOUNT IS PAID IN FULL SAID PAYMENTS BEING PAYABLE ON OR BEFORE DUE DATE.

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 FEES A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED THE LAYMAN FOUNDATION, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, HAS THIS DAY BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID C.J. PERRY AND WIFE CORRINE PERRY THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS; PART OF LOT NO.12 ON THE MAP OF THE WEAKLEY HOME PLACE AS OF RECORD IN BOOK 161, PAGE 131 OF THE REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS; BEGINNING AT A POINT IN THE SOUTHERLY MARGIN OF WEAKLEY AVENUE, 143.6 FEET MORE OR LESS, WEST OF THE WESTERLY MARGIN OF CHAPEL STREET, OR LINDSLEY AVENUE, BEING THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO J.D. EUBANK BY DEED OF RECORD IN BOOK 1115, PAGE 288, SAID REGISTER'S OFFICE THENCE ALONG EUBANK'S WESTERLY LINE SOUTHERLY 144.6 FEET TO A POINT AT THE CORNER OF THE PROPERTY CONVEYED TO H.L.VANTREASE BY DEED OF RECORD IN BOOK 1005, PAGE 570, SAID REGISTER'S OFFICE THENCE ALONG VANTREASE'S WESTERLY LINE AND ALONG THE WESTERLY LINE OF THE PROPERTY CONVEYED TO HARRY G.NICHOL BY DEED OF RECORD IN BOOK 672, PAGE 299, SAID REGISTER'S OFFICE SOUTHERLY 59 FEET TO A POINT AT THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO MYERS Y.COOPER COMPANY BY DEED OF RECORD IN BOOK 936 PAGE 127, SAID REGISTER'S OFFICE THENCE SOUTHERLY ALONG SAID COOPER'S WESTERLY LINE 59 FEET TO A POINT IN THE LINE BETWEEN LOTS

~~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

have this day bargained and sold, and do hereby transfer and convey, unto the said heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

NO.12 AND 14; THENCE WITH THE LINE BETWEEN SAID LOTS WESTERLY 100.3 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO ALBERT M. PRIMM BY DEED OF RECORD IN BOOK 796, PAGE 211, SAID REGISTER'S OFFICE; THENCE WITH PRIMM'S EASTERLY LINE NORTHERLY 260 FEET MORE OR LESS, TO THE SOUTHERLY MARGIN OF WEAKLEY AVENUE THENCE WITH THE MARGIN OF THE SAME EASTERLY 50 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO THE LAYMAN FOUNDATION BY DEED FROM HERBERT N. JORDAN AND WIFE, OF RECORD IN BOOK 1132, PAGE 369, SAID REGISTER'S OFFICE.

IT IS DISTINCTLY AND DEFINITELY AGREED AND UNDERSTOOD BY AND BETWEEN THE GRANTOR AND THE GRANTEES HEREIN, THAT THE GRANTEES ACCEPT THE CONVEYANCE OF THE ABOVE DESCRIBED PROPERTY SUBJECT TO A DEED OF TRUST EXECUTED BY HERBERT N.JORDAN AND WIFE TO FYKE FARMER, TRUSTEE OF RECORD IN BOOK 1178, PAGE 288, TO SECURE THE SUM OF $2,500.00 THE UNPAID BALANCE OF WHICH IS NOW $2,050.00.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE GRANTEES SHALL IN NO WAY BE LIABLE FOR THE PAYMENT OF SAID DEED OF TRUST AND DEBT SECURED THEREIN, BUT THAT THE GRANTOR HEREIN SPECIFICALLY GUARANTEES THE PAYMENT OF SAID DEED OF TRUST AND DEBT IN FULL, ACCORDING TO THE TERMS AND CONDITIONS THEREOF.

IN THE EVENT THE GRANTOR HEREIN SHALL DEFAULT IN THE PAYMENT OF THE ABOVE DEBT, SECURED BY THE AFOREMENTIONED DEED OF TRUST OF RECORD IN BOOK 1178, PAGE 288, SAID REGISTER'S OFFICE ACCORDING TO THE TERMS AND CONDITIONS THEREOF, THEN, IN SUCH EVENT, THE GRANTEES HEREIN SHALL HAVE THE RIGHT AND PRIVILEGE OF MAKING SUCH DEFAULTED PAYMENTS AS MAY BE DUE ON SAID DEED OF TRUST AND DEBT, AND CHARGE SAID PAYMENTS AS A CREDIT ON THE LIEN NOTE HEREIN DESCRIBED AND EXECUTED BY THEM TO THE LAYMAN FOUNDATION.

I declare that I am the lien holder and that the within instrument was presented, recorded, and hereby acknowledged to be the instrument of writing mentioned in the same in full. This 2 day of Dec 1944

Attest: O. McKinley DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said C.J. PERRY AND WIFE CORRINE PERRY THEIR, heirs and assigns, forever, THE LAYMAN FOUNDATION COVENANTS 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 HEREIN SET OUT.

THE LAYMAN FOUNDATION further covenant and binds ITSELF ITS SUCCESSORS, heirs and representatives, to warrant and forever defend the title to said real estate to said claims of all persons. C.J.PERRY AND WIFE CORRINE PERRY, THEIR, heirs and assigns, against the lawful

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 C.J. PERRY AND WIFE CORRINE PERRY do hereby transfer and convey unto H.T. VANCE , 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.