WE , the said WILLIAM MARTIN PRIDE, SR. AND WIFE ELSIE HAGEY PRIDE, 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 $ 1000.00 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 WILLIAM MARTIN PRIDE, SR. AND WIFE ELSIE HAGEY PRIDE , 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 WILLIAM MARTIN PRIDE, SR. AND WIFE ELSIE HAGEY PRIDE 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 Davidsod County, Tennessee, and the title herein conveyed to W. H. DAVIS 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 G.W.M. CHANDLER AND WIFE E. W. CHANDLER

and WILLIAM MARTIN PRIDE, SR. AND WIFE ELSIE HAGEY PRIDE , hereunto set our hands

at NASHVILLE , Tennessee, this the 30TH day of MARCH , 19 40

G.W.M.CHANDLER
E. W. CHANDLER

WILLIAM MARTIN PRIDE, SR.
ELSIE HAGEY PRIDE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within named , the bargainor , with whom I am personally acquainted, and who acknowledged that 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.

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

My commission expires

(Seal)..... Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EDWIN E. CARLSON , a Notary Public in and for said County and State, the within named G.W.M.CHANDLER AND WIFE E. W. CHANDLER AND WILLIAM MARTIN PRIDE, SR., AND WIFE ELSIE HAGEY PRIDE the bargainor , 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.

Witness my hand and official seal at Nashville, Tennessee, this 30TH day of MARCH 1940 .

My commission expires 7-7-43

(Seal)..... EDWIN E. CARLSON Notary Public

RECEIVED APRIL 1, 1940 AT 2:44 P.M. - JSRS 82.75 - DB

NUMBER 52749 RECORDED APRIL 1, 1940

W. H. PURDOM ET UX -TO- MRS. J. MC. ALLINDER

INSTALLMENT DEED

Book No. 1369

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED AND NO/100 ($500.00) DOLLARS of which ONE HUNDRED AND NO/100 ($100.00) DOLLARS has been paid in cash by MRS. JUANITA MCCORD ALLINDER , the receipt of which is hereby acknowledged, and for the remainder FOUR HUNDRED AND NO/100 ($400.00) DOLLARS the said MRS. JUANITA MCCORD ALLINDER HAS EXECUTED AND DELIVERED HER NOTE OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF WARD K. PURDOM AND BEARING 6% INTEREST FROM DATE. THE PRINCIPAL OF SAID NOTE IS PAYABLE AS FOLLOWS: $50.00 ON THE 5TH, DAY OF MAY 1940 AND $50.00 ON THE 5TH DAY OF EACH MONTH THEREAFTER UP TO AND INCLUDING DECEMBER 5TH, 1940, ON WHICH DATE ALL THE REMAINING PRINCIPAL DUE AND OWING ON SAID NOTE SHALL BE DUE AND PAYABLE. INTEREST AT THE RATE OF 6% PER ANNUM ON THE UNPAID BALANCE OF SAID NOTE SHALL BE PAID SIMULTANEOUSLY WITH THE PAYMENT OF SAID PRINCIPAL INSTALLMENTS.

THE MAKER HAS THE PRIVILEGE OF PAYING ANY NUMBER OF SAID MONTHLY PAYMENTS OR THIS NOTE MAY BE PAID IN FULL ON ANY PAYING DATE.

I declare that I am the holder and owner of the claim secured by the instrument within recorded, and have received the same in full. This the 1 day of APR 1940

Attest: J. O. Wilson DEPUTY REGISTER

Ward K. Purdom 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 fees, a lien is expressly retained on the land herein conveyed WE, WARD K. PURDOM AND WIFE MARY E. PURDOM

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

LOT NO. 9 ON THE PLAN OF MONTGOMERY HEIGHTS AS OF RECORD IN BOOK 332, PAGE 47, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN. SAID LOT NO. 9 FRONTS 50 FT. ON THE SOUTHERLY SIDE OF LITTON AVE. AND RUNS BACK BETWEEN PARALLEL LINES 220 FT. TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO WARD K. PURDOM BY DEED OF GEORGE T. FIVEGAN, ET UX DATED AUGUST 1ST, 1922 AND RECORDED IN AUGUST 23RD, 1922 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE IN BOOK 372, AT PAGE 480.

THIS CONVEYANCE IS MADE SUBJECT TO TAXES FOR 1940 WHICH THE GRANTEE ASSUMES AND AGREES TO PAY. THIS CONVEYANCE IS ALSO MADE SUBJECT TO ANY AND ALL ZONING LAWS AND BUILDING AND USE RESTRICTIONS, IF ANY, EFFECTING THE USE OF THE PROPERTY HEREBY CONVEYED; AND SUBJECT TO ANY AND ALL EASEMENTS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS. JUANITA MCCORD ALLINDER 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. EXCEPT BY TAXES FOR 1940 WHICH THE GRANTEE ASSUMED AND AGREES TO PAY; AND BY RESTRICTIONS &ZONING ORDINANCES, IF ANY. WE further covenant and bind OURSELVES, heirs and representatives, to warrant and forever defend the title to said real estate to said MRS. JUANITA MCCORD ALLINDER, HER 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 ME in hand paid I , the said MRS. JUANITA MCCORD ALLINDER do hereby transfer and convey unto JOHN F. KILLEBREW , 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.