BUSHNELL

WE , the said LELA PADGETT BUSHNELL AND HUSBAND GEORGE E. , 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 $ 2150.00 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 LELA PADGETT BUSHNELL AND HUSBAND GEORGE E.BUSHNELL , 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 LELA PADGETT BUSHNELL HER 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, SR 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 ALLEN DOBSON AND ~~HUSBAND~~ WIFE MARTHA BALLARD DOBSON

and LELA PADGETT BUSHNELL AND HUSBAND GEORGE E. BUSHNELL , hereunto set our hands at NASHVILLE , Tennessee, this the 20TH day of NOVEMBER , 193 7.

MARTHA BALLARD DOBSON
ALLEN DOBSON
GEORGE E. BUSHNELL
LELA PADGETT BUSHNELL

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, ~~DAVIDSON~~ PUTNAM COUNTY.

Personally appeared before me, A.B. MCKAY , a Notary Public in and for said County and State, the within named LELA PADGETT BUSHNELL AND HUSBAND GEORGE E. BUSHNELL

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 before me X 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 COOKEVILLE Nashville, Tennessee, this 24 day of NOVEMBER , 193 7

My commission expires APRIL 7 1938

(Seal) A.B. MCKAY
Notary Public.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.L. BAINBRIDGE, JR , a Notary Public in and for said County and State, the within named ALLEN DOBSON AND WIFE MARTHA BALLARD DOBSON

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 before me X 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 20TH day of NOVEMBER , 193 7

My commission expires MAY 6 1940

(Seal) W.L. BAINBRIDGE JR
Notary Public.

U.S.R.S. $3.50
REC'D ~~NOV~~ DEC 1,1937 AT 9:30 A.M.

BRO. MARSHALL & SINGER CO. NASHVILLE

INSTALLMENT DEED

1041

FOR AND IN CONSIDERATION of the sum of THIRTY-TWO HUNDRED, FIFTY AND NO/100 DOLLARS

of which TWO HUNDRED FIFTY-FOUR AND 91/100 DOLLARS has been paid in cash by J.M.BYRD AND WIFE, AILEEN BYRD , the receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND NINE HUNDRED,NINETY-FIVE AND 9/100 DOLLARS the said J.M.BYRD AND WIFE, AILEEN BYRD,

HAVE ASSUMED AND AGREED TO PAY A LOAN OF TWO THOUSAND ONE HUNDRED TWENTY-FOUR & 23/100 DOLLARS, BEING THE BALANCE DUE ON AN H.O.L.C. LOAN WHICH IS FULLY DESCRIBED IN AND SECURED BY INSTRUMENT OF RECORD IN BOOK 768, PAGE 238, R.O.D.C.,TENN., COVERING THE HEREINAFTER DESCRIBED PROPERTY; AND THE SAID J.M.BYRD AND WIFE, HAVE EXECUTED ONE HUNDRED FIFTEEN (115) NOTES DATED AUGUST 6, 1937, IN THE SUM OF TEN ($10.00) DOLLARS EACH, PAYABLE TO THE GRANTORS HEREIN, THE FIRST OF SAID SERIES OF NOTES MATURING SEPTEMBER 15, 1937, AND THE REMAINDER RESPECTIVELY MONTHLY THEREAFTER. ALL OF SAID LAST SERIES OF MONTHLY NOTES BEARING SIX PER CENT INTEREST FROM MATURITY, AND PROVIDING FOR PAYMENT OF ATTORNEY 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, J.B.HUNTER AND WIFE, DAISY HUNTER, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID J.M.BYRD AND WIFE, AILEEN BYRD, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING LOT NO.201 OF BLOCK 8 IN THE CHARLOTTE PARK COMPANY'S FIRST SUBDIVISION

~~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:--~~

OF PART OF THE STUMP TRACT OF LAND, A PLAN OF WHICH IS OF RECORD IN BOOK NO.57, PAGE 103, R.O.D.C.TENN.

SAID LOT NO.201 FRONTS 61 FEET ON THE NORTHERLY SIDE OF 2ND. AVE., NOW ELKINS AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES WITH THE WESTERLY MARGIN OF 2ND. STREET, NOW 43RD.AVENUE NORTH, 150 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO J.B.HUNTER AND WIFE, DAISY HUNTER, BY DEED FROM CHARLES L.FARMER AND WIFE, DRUELLEN FARMER, AS OF RECORD IN BOOK 866, PAGE 520, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

see next page for release
T.B Wilson
Aug. 4, '53

Schedule that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full this 3 day of Aug 1953
Attest: T.B Wilson
DEPUTY REGISTER

Void.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J.M.BYRD AND WIFE, AILEEN BYRD, 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, EXCEPT AS IS HEREINBEFORE STATED AND FOR TAXES FOR THE YEAR 1937 WHICH HAVE BEEN PRO RATED AND PAYMENT ASSUMED BY THE GRANTEES HEREIN. WE further covenant and bind OURSELVES, OUR, heirs and representatives, to warrant and forever defend the title to said real estate to said J.M.BYRD AND WIFE, AILEEN BYRD, 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 J.M.BYRD AND WIFE, AILEEN BYRD,

do hereby transfer and convey unto M.G.HORKINS , 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.